



50 YEARS OF FUN!

Post Office Box 9010

Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000

FAX (972) 450-7043

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

JUNE 8, 2004

7:30 P.M.

COUNCIL CHAMBERS
5300 BELT LINE ROAD

REGULAR SESSION

Item #R1 – Consideration of Old Business

Item #R2 – Consent Agenda

CONSENT AGENDA

#2a – Approval of the Minutes for the May 25, 2004 Council Meeting.

Item #R3 – Appointment of Mayor Pro Tempore and Deputy Mayor Pro Tempore.

Item #R4 – Presentation of Results of Council Survey.

Item #R5 – **PUBLIC HEARING** and approval of a replat of one lot of 63.845 acres, located generally at the northwest corner of Midway Road and Spring Valley Road, on application from Greenhill School, represented by Mr. Brad Moss of Pacheco-Koch Consulting Engineers.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on May 27, 2004, voted to recommend approval of the replat for Greenhill School, subject to no conditions.

Voting Aye: Bernstein, Chafin, Knott, Mellow

Voting Nay: None

Absent: Benjet, Jandura

Administrative Recommendations:

Administration recommends approval.

Item #R6 – Consideration of approval of a final plat for two lots on 3.69 acres, located at 3870 Belt Line Road (formerly Bayside Seafood Buffet), on application from Mr. Skip Bailey.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on May 27, 2004, voted to recommend approval of a final plat, subject to the following conditions:

1. Show location of Commercial Drive on Replat.
2. A dashed line shown on the north end of lot 2, Block A (near Belt Line Road) is not designated .
3. Accent easement lines overlap on northwest corner of Lot 1, Block A. Both access easements reference the same volume and page.
4. A 24 ft. access and utility easement is situated on both proposed lots. The terms of the easement should be reviewed to determine if the location of the easement on each lot is allowed as shown.
5. Change vicinity map to reflect the construction of Arapaho Road and elimination of Realty Road.

Voting Aye: Bernstein, Chafin, Knott, Mellow

Voting Nay: None

Absent: Benjet, Jandura

Administrative Recommendations:

Administration recommends approval.

Item #R7 – **PUBLIC HEARING** and consideration of an Ordinance approving an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, Sports City Café, located at 14905 Midway Road (formerly Baja California Grill), on application from Millennium Restaurant Group, represented by Mr. Tyler Duncan of Duncan Design Group.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on May 27, 2004, voted to recommend approval of the request for an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, subject to the following conditions:

1. The applicant shall submit a landscaping plan to the Parks Department, for its approval, which shows the conversion of vacant building pad on the site (immediately south of existing Super 8

Motel) to irrigated landscaping and parking. Not less than 50% of the pad shall be converted to landscaping, the remainder may be converted to additional parking spaces.

2. The acoustic specifications for outside speakers on the patio (on the east side of the building) shall be submitted to the Council for review and approval.

Voting Aye: Bernstein, Chafin, Knott, Mellow
Voting Nay: None
Absent: Benjet, Jandura

Administrative Recommendation:

Administration recommends denial.

Item #R8 – **PUBLIC HEARING** and consideration of an Ordinance amending the Appendix A, “Zoning”, of the Code of Ordinances of the City, the same being Ordinance No. 66 of the City, by amending Article XIX, “UC” Urban Center District Regulations, Section 9, Paragraphs C through F, in order to require City Council approval for a final development plan, on application from the Town of Addison.

Attachments:

1. Staff Report
2. Ordinance

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on May 27, 2004, voted to recommend approval of amendments to Article XIX, “UC” Urban Center District Regulations, Section 9, Paragraphs C through F, in order to require City Council approval for a final development plan.

Voting Aye: Bernstein, Chafin, Knott, Mellow
Voting Nay: None
Absent: Benjet, Jandura

Administrative Recommendation:

Administration recommends approval.

Item #R9 – Consideration of an Ordinance approving a meritorious exception to Chapter 62, Signs, Section 62-163, Area, for Potbelly Sandwich Works, located at 4945 Belt Line Road, on application from Potbelly Sandwich Works.

Attachments:

1. Staff Report
2. Memorandum from Lynn Chandler
3. Application
4. Plans

Administrative Recommendation:

Administration recommends approval of 30" letters and denial of any area increase.

Item #R10 – Consideration of an Ordinance approving a meritorious exception to Chapter 62, Signs, Section 62-163, Area, for Mattress Firm, located at 5000 Belt Line Road, Suite 105, on application from Walton Enterprises, LTD.

Attachments:

1. Staff Report
2. Memorandum from Lynn Chandler
3. Application
4. Plans

Administrative Recommendation:

Administration recommends denial.

Item #R11 – Consideration of an Ordinance of the Town of Addison, Texas approving a license agreement by and between the City and Barrett Burke Wilson Castle Daffin & Frappier, L.L.P. to use a portion of Surveyor Boulevard for the installation and use of a telecommunications cable between two properties as described in the license agreement; providing an effective date.

1. Council Agenda Item Overview
2. Ordinance
3. License Agreement

Administrative Recommendation:

Administration recommends approval.

Item #R12 – Consideration of a Resolution authorizing the Town of Addison to participate in HUD's Community Development Block Grant (CDBG) in fiscal year 2005.

Attachments:

1. Letter from Rick Loessberg
2. Letter from Kim Nobles
3. Application Information
4. Agreement of Cooperation

Administrative Recommendation:

Administration recommends denial.

Item #R13 – Consideration of approval of award of bid and a Resolution authorizing the City Manager to enter into a agreement in an amount not to exceed \$34,000.00 with TEECO Safety, Inc. for the purchase of twelve (12) Code 3 light bars for the new police patrol vehicles.

Attachments:

1. Council Agenda Item Overview
2. Memorandum from Captain Greg Layman
3. Bid Tally Sheet

Administrative Recommendation:

Administration recommends approval.

Item #R14 – Consideration of approval and authorization of a final payment in the amount of \$41,863.58 to the City of Carrollton for system acceptance of radio equipment at the Spectrum Center.

Attachments:

1. Council Agenda Item Overview
2. Letter from James C. Baron, P.E.

Administrative Recommendation:

Administration recommends approval.

Item #R15 – Consideration of a Resolution regarding certain matters pertaining to a Ground lease at 4575 Claire Chennault on Addison Airport between the Town, as Landlord, and Aquila Leasing, Inc. as Tenant, as follows: (i) consent to the assignment of their leasehold estate to C.C. Hangar, L.P., (ii) the request and transaction is subject to C.C. Hangar simultaneously

securing the City's preliminary but non-binding consent to certain proposed actions affecting the lease.

Attachments:

1. Council Agenda Item Overview
2. Memorandum from Lisa Pyles
3. Exhibits (including Assignment Agreement)

Administrative Recommendation:

Administration recommends approval.

EXECUTIVE SESSION

Item #ES1 – Closed (executive) session of the Addison City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney to seek the advice of its attorney about contemplated litigation related to the Addison Airport.

Item #ES2 – Closed (executive) session of the Addison City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney to seek the advice of its attorney regarding a complaint filed with the Federal Aviation Administration by the Aircraft Owners and Pilots Association concerning Addison Airport.

Item #ES3 – Closed (executive) session of the Addison City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney to seek the advice of its attorney about pending litigation t wit: LaTaste Enterprises v. City of Addison, No. DV 980-02259, 116th District Court, Dallas County, Texas.

Adjourn Meeting

Posted 5:00 p.m.
June 3, 2004
Carmen Moran
City Secretary

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS
WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

May 25, 2004

7:30 p.m. - Council Chambers

5300 Belt Line Road

Present: Mayor Wheeler, Councilmembers Chow, Hirsch, Mallory, Niemann, Silver,
Turner

Absent: None

Item #R1 – Consideration of Old Business

The following employees were introduced to the Council: Jim Morrison (Parks) and Lt. Peta Reynolds (Police).

Ron Whitehead, City Manager, announced the following upcoming events: Partners in Mobility on May 26-27, 2004; NCTCOG Meeting and Training on May 28, 2004; ARTFEST on May 28-31, 2004; Emergency Exercise on June 4, 2004 and Shakespeare Festival on June 4-6, 2004.

Ron Whitehead also introduced Jared Wilson, the new administrative intern and Mrs. Hannah Loeper.

Item #R2 – Consent Agenda

Item #2a – Approval of the Minutes for the May 11, 2004 Council Meeting.

Councilmember Turner moved to approve the Minutes of the May 11, 2004 Council meeting, subject to the correction of the Minutes to reflect the presence of Councilmember Chow and to strike the introduction of Jared Wilson. Councilmember Mallory seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner

Voting Nay: None

Absent: None

Item #R3 – Consideration of an Ordinance canvassing the results of the municipal election on May 15, 2004, which was held for the purpose of electing three Councilmembers for full terms.

Councilmember Mallory moved to duly pass Ordinance No. 004-024 canvassing the results of the municipal election on May 15, 2004, which was held for the purpose of electing three Councilmembers for full terms.

<u>Name of Candidate</u>	<u>Total Votes</u>
Steve Blum	255
Fredric Silver	356
Joe Chow	481
Tom Braun	353
Wendy Crouse	105

Number of voters: 642

Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner

Voting Nay: None

Absent: None

Item #R4 – Presentation of Proclamation and Plaque to Diane Mallory.

Mayor Wheeler presented a Proclamation and Plaque to Diane Mallory for her service to the Town of Addison.

Item #R5 – Administration of the Oath of Office of newly elected Councilmembers.

Mayor Wheeler administered the Oath of Office to newly elected Councilmembers Tom Braun, Joe Chow and Fredric Silver.

Diane Mallory's expired term was filled by newly elected Councilmember Tom Braun.

Item #R6 – Presentation of the CLIDE award to the Addison City Council by the North Central Texas Council of Government's Center of Development Excellence for the development of Addison Circle.

Fernando Costa and John Promise presented the CLIDE award to Mayor Wheeler who accepted on behalf of the City Council and the Town of Addison.

Item #R7 – Consideration of a Resolution approving the implementation of an incentive program for limited service hotels in Addison.

Councilmember Chow moved to duly pass Resolution No. R04-035 approving the implementation of an incentive program for limited service hotels in Addison. Councilmember Turner seconded. The motion carried

Voting Aye: Wheeler, Braun, Chow, Hirsch, Niemann, Silver, Turner

Voting Nay: None

Absent: None

Item #R8 – Consideration of a Resolution authorizing the City Manager to enter into an agreement with Hand & Associates Marketing Communications for advertisement in the August 2004 editions of the Addison/North Dallas Corridor Guide publication.

Councilmember Silver moved to duly pass Resolution No. R04-036 authorizing the City Manager to enter into an agreement with Hand & Associates Marketing Communications for advertisement in the August 2004 editions of the Addison/North Dallas Corridor Guide publication. Councilmember Niemann seconded. The motion carried.

Voting Aye: Wheeler, Braun, Chow, Hirsch, Niemann, Silver, Turner

Voting Nay: None

Absent: None

Item #R9 – Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of \$28,765.00 with RedSalsa Technologies to design a web-enabled on-line payment/transactions processing system including a Kiosk solution.

Councilmember Niemann moved to duly pass Resolution No. R04-037 authorizing the City Manager to enter into a contract in the amount of \$28,765.00 with RedSalsa Technologies to design a web-enabled on-line payment/transactions processing system including a Kiosk solution. Councilmember Turner seconded. The motion carried.

Voting Aye: Braun, Chow, Hirsch, Niemann, Silver, Turner

Voting Nay: None

Absent: None

Abstaining: Wheeler

Item #R10 – Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of \$28,920.00 with EyeVR Solutions to design and integrate an IVR (Interactive Voice Response) system to RedSalsa web-enabled application for on-line payment/transactions processing system for the Addison Municipal Court Department.

Councilmember Turner moved to duly pass Resolution No. R04-037 authorizing the City Manager to enter into a contract in the amount of \$28,920.00 with EyeVR Solutions to design and integrate an IVR (Interactive Voice Response) system to RedSalsa web-enabled application for on-line payment/transactions processing system for the Addison Municipal Court Department. Councilmember Niemann seconded. The motion carried.

Voting Aye: Wheeler, Braun, Chow, Hirsch, Niemann, Silver, Turner

Voting Nay: None

Absent: None

Item #R11 – Consideration of approval of award of bid and a Resolution authorizing the City Manager to enter into a contract in the amount of \$49,495.20 with town matching funds of \$4,950.00 with Hoyt Breathing Air Products as sole source for self-contained breathing apparatus upgrades for the Addison Fire Department.

Councilmember Niemann moved to duly pass Resolution No. R04-039 approving the award of bid and authorizing the City Manager to enter into a contract in the amount of \$49,495.20 with town matching funds of \$4,950.00 with Hoyt Breathing Air Products as sole source for self-contained breathing apparatus upgrades for the Addison Fire Department. Councilmember Silver seconded. The motion carried.

Voting Aye: Wheeler, Braun, Chow, Hirsch, Niemann, Silver, Turner
Voting Nay: None
Absent: None

Item #R12 – Consideration of approval of award of bid and a Resolution authorizing the City Manager to enter into a contract in the amount of \$400,105.00 with RKM Utility Services, Inc. for construction of the Talisker Apartments water line improvements project.

Councilmember Chow moved to duly pass Resolution No. R04-040 approving the award of bid and authorizing the City Manager to enter into a contract in the amount of \$400,105.00 with RKM Utility Services, Inc. for construction of the Talisker Apartments water line improvements project. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Braun, Chow, Hirsch, Niemann, Silver, Turner
Voting Nay: None
Absent: None

Item #R13 – Consideration of approval of award of bid and a Resolution authorizing the City Manager to enter into a contract in the amount of \$98,240.00 with Jim Bowman Construction Company, L.P., for miscellaneous pavement improvements to various streets.

Councilmember Niemann moved to duly pass Resolution No. R04-041 approving an award of bid and authorizing the City Manager to enter into a contract in the amount of \$98,240.00 with Jim Bowman Construction Company, L.P., for miscellaneous pavement improvements to various streets. Councilmember Silver seconded. The motion carried.

Voting Aye: Wheeler, Braun, Chow, Hirsch, Niemann, Silver, Turner
Voting Nay: None
Absent: None

Item #R14 – Presentation of Quarterly Financial Report.

No action taken.

Item #R15 – Presentation of budget process, budget development calendar and Council surveys.

No action taken.

EXECUTIVE SESSION. At 9:48 p.m., Mayor Wheeler announced that the Council would convene into Executive Session.

Item #ES1 – Closed (executive) session of the Addison City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney to seek the advice of its attorney about contemplated litigation related to the Addison Airport.

The Council came out of Executive Session at 11:01 p.m.

There being no further business before the Council, the meeting was adjourned.

Attest:

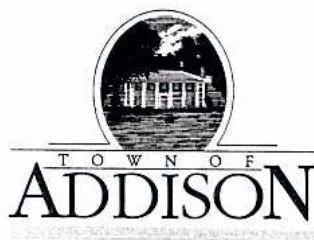
Mayor

City Secretary

**THERE ARE NO
ATTACHMENTS
FOR ITEM #R3**

**THERE ARE NO
ATTACHMENTS
FOR ITEM #R4**

[illegible]



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FAX (972) 450-7043

May 20, 2004

STAFF REPORT

RE:

REPLAT/Greenhill School Addition

LOCATION:

One lot of 63.845 acres, located generally at the northwest corner of Midway Road and Spring Valley Road

REQUEST:

Replat approval

APPLICANT:

Greenhill School, represented by Mr. Brad Moss of Pacheco-Koch Consulting Engineers

DISCUSSION:

Background. Greenhill School is located in a R-1 (Residential-1) zoning district, and has a Special Use Permit for a school in an R-1 district. The Planning and Zoning Commission and Council recently reviewed a zoning case that dealt with the addition of new buildings to the school campus. At this point, the engineers are replatting the site because they are relocating some easements and fire lanes to accommodate the new buildings.

Proposed Plat. The Public Works Department has been working closely with the applicant on the easements and plat revisions. The Department finds the plat meets the requirements of the subdivision ordinance and is ready for approval.

RECOMMENDATION:

Staff recommends approval subject to no conditions.

Respectfully submitted,

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on May 27, 2004, voted to recommend approval of the replat for Greenhill School subject to no conditions.

Voting Aye: Bernstein, Chafin, Knott, Mellow

Voting Nay: None

Absent: Benjet, Jandura

Carmen Moran

From: Steve Chutchian
Sent: Tuesday, May 18, 2004 10:30 AM
To: Carmen Moran
Subject: Comments for May 27th. P & Z Commission Agenda

The following comments are submitted for items listed on the May 27, 2004 P & Z Commission Agenda:

REPLAT/Greenhill School Addition.

The plat has been revised, in accordance with approved engineering drawings, and does not require additional comments.

CASE 1456-SUP/Skip Bailey.

- Show location of Commercial Drive on Replat
- A dashed line shown on the north end of lot 2, Block A (near Belt Line Rd.), is not designated
- Accent easement lines overlap on northwest corner of lot 1, Block A. Both access easements reference the same volume and page.
- A 24 ft. access & utility easement is situated on both proposed lots. The terms of the easement should be reviewed to determine if the location of the easement on each lot is allowed as shown.
- Change vicinity map to reflect construction of Arapaho Road, and elimination of Realty Rd.

Should you have any questions, please let me know.

Steve Chutchian, P.E.
Assistant City Engineer

**ITEM #R5-3 IS NOT
AVAILABLE
ELECTRONICALLY**

[illegible]



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Post Office Box 9010

Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000

FAX (972) 450-7043

May 20, 2004

STAFF REPORT

RE:

FINAL PLAT/Skip Bailey Addition,
Lot 1 and Lot 2, Block A

LOCATION:

Two lots on 3.69 acres, located at 3870
Belt Line Road

REQUEST:

Final plat approval

APPLICANT:

Mr. Skip Bailey

DISCUSSION:

Background. This property was originally developed as the Veladi Steak Ranch. At present, Mr. Arturo Torres owns the entire tract. Mr. Skip Bailey is planning to buy the former Veladi Ranch building site and expand the restaurant to include a patio. The current restaurant does not have enough parking or landscaping for an expansion, so Mr. Bailey is planning to purchase a portion of the raw land south of the restaurant and develop it with additional parking and landscaping. In order to be able to count the new parking and landscaping toward the restaurant requirement, the land must be platted into the restaurant site. The lot shown as Lot 1 on the plat is into the restaurant site. The Lot shown as Lot 2 will remain as raw land.

Proposed Plat. The Public Works Department has reviewed the proposed plat and has the following comments:

- Show location of Commercial Drive on Replat
- A dashed line shown on the north end of lot 2, Block A (near Belt Line Rd.), is not designated
- Accent easement lines overlap on northwest corner of lot 1, Block A. Both access easements reference the same volume and page.
- A 24 ft. access & utility easement is situated on both proposed lots. The terms of the easement should be reviewed to determine if the location of the easement on each lot is allowed as shown.
- Change vicinity map to reflect construction of Arapaho Road, and elimination of Realty Rd.

RECOMMENDATION:

Staff recommends approval subject to the conditions listed above.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "CMORAN". The signature is stylized, with a large "C" and "M" that are connected, and the word "ORAN" following. There is a horizontal line through the middle of the "O" in "ORAN".

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on May 27, 2004, voted to recommend approval of your request subject to the following conditions:

- Show location of Commercial Drive on Replat
- A dashed line shown on the north end of lot 2, Block A (near Belt Line Rd.), is not designated
- Accent easement lines overlap on northwest corner of lot 1, Block A. Both access easements reference the same volume and page.
- A 24 ft. access & utility easement is situated on both proposed lots. The terms of the easement should be reviewed to determine if the location of the easement on each lot is allowed as shown.
- Change vicinity map to reflect construction of Arapaho Road, and elimination of Realty Rd.

Voting Aye: Bernstein, Chafin, Knott, Mellow

Voting Nay: None

Absent: Benjet, Jandura

Carmen Moran

From: Steve Chutchian
Sent: Tuesday, May 18, 2004 10:30 AM
To: Carmen Moran
Subject: Comments for May 27th. P & Z Commission Agenda

The following comments are submitted for items listed on the May 27, 2004 P & Z Commission Agenda:

REPLAT/Greenhill School Addition.

The plat has been revised, in accordance with approved engineering drawings, and does not require additional comments.

CASE 1456-SUP/Skip Bailey.

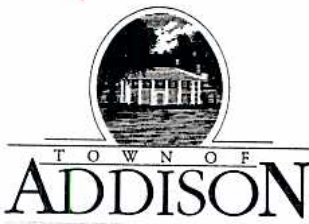
- Show location of Commercial Drive on Replat
- A dashed line shown on the north end of lot 2, Block A (near Belt Line Rd.), is not designated
- Accent easement lines overlap on northwest corner of lot 1, Block A. Both access easements reference the same volume and page.
- A 24 ft. access & utility easement is situated on both proposed lots. The terms of the easement should be reviewed to determine if the location of the easement on each lot is allowed as shown.
- Change vicinity map to reflect construction of Arapaho Road, and elimination of Realty Rd.

Should you have any questions, please let me know.

Steve Chutchian, P.E.
Assistant City Engineer

**ITEM #R6-3 IS NOT
AVAILABLE
ELECTRONICALLY**

This is a detailed plat map of a portion of the City of St. Louis, Missouri. The map shows various lots, streets, and zoning designations. Key streets include Centurion Way, Belt Line Rd, Beltway Dr, Midway Rd, and several smaller streets like Winter Park Ln, Sherbrook Dr, and Dome Dr. Lots are labeled with zoning codes such as SU, LR, PD, and LR, along with lot numbers. A large black rectangular area is present on the right side of the map, likely representing a redacted area or a specific lot.



#R7-2
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FAX (972) 450-7043

May 21, 2004

STAFF REPORT

RE: Case 1457-SUP/Sports City Cafe

LOCATION: 14905 Midway Road

REQUEST: Approval of an amendment to an existing Special Use Permit for a restaurant and an existing SUP for the sale of alcoholic beverages for on-premises consumption

APPLICANT: Mr. Tyler Duncan of Duncan Design Group

DISCUSSION:

Background. This restaurant was originally opened as Tia's Tortillas, and was approved through Ordinance 083-041 on June 28, 1983. The Special Use Permit was amended three times by Tia's: 095-044, July 8, 1985 to add a patio, 088-048, November 8, 1988 to add another patio, 094-016, February 24, 1994 to expand the restaurant and convert two patios to indoor dining. However, none of the modifications that were approved were ever made. Tia's closed in April of 1994, and was taken over by Primo's Mexican Restaurant. On December 13, 1994, Primo's received approval to construct a patio on the north end of the building and one on the east side or front of the restaurant; however, it only built the patio on the east side. In approximately 2001, Primo's closed, and the Baja California Grill took over the restaurant. It operated for a couple of years, and closed in 2003.

At this point, a group represented by Mr. Tyler Duncan of Duncan Design Group wants to convert the restaurant to a sports themed restaurant called Sports City Café. There are three existing Sports City Cafes in the metroplex in Rowlett, Mesquite, and the Colony.

Proposed Plan. The applicant is planning to add 3,284 square feet onto the existing 6,016 square-foot restaurant. The additional space will be used for dining space and expansion of the existing kitchen. The patio area will be expanded some from what is

on the site at present, but as noted above, Primo's restaurant never built the portion of patio that it had approval to build on the north end of the building, so the patio is not being enlarged from what has previously been approved.

Façade. The applicant is proposing to make substantial changes to the façade. The changes will include more detailing and more brick work, as well as awnings and a decorative cornice. The applicant is also proposing to add murals to the walls, similar to the ones on BJ's Restaurant and Brew House. The staff would note that the murals are considered signs and cannot be approved through this process. The applicant will have to see approval for those through a meritorious exception to the sign ordinance.

Parking. The parking for this restaurant is calculated at the mixed-use development ratio of one space per 100 square feet. The applicant has included a parking tally on the site plan, but has used the wrong square footage for this restaurant. The restaurant is actually 9,300 square feet, rather than the 7,934 indicated on the Key Site Plan. Therefore, the restaurant requires 93 spaces, and the entire center requires 550 spaces as opposed to 536.

While the applicant meets the requirement, the staff has serious concerns about the real availability of parking in this center. On weekend evenings, the Police department spends a great deal of time working complaints from adjacent restaurants in this center and from adjacent residents. There is a parking and noise problem in this center right now, and this restaurant is not even opened. The Stone Trail is enjoying great success at this time, and on the weekends it is drawing between 500 and 600 customers at some times during each evening. The Police department has taken photos of the parking in the center that the staff will show to the Commission at the hearing.

In addition, the staff is receiving noise complaints about the operations of the restaurants in this center. The Towne Lake residents have been working with the Police department to get the area next to their common property line to be used for valet parking only, and thus reduce the noise, but if additional parking demand is added to this center, the Stone Trail operator will not be able to use the back of the lot for valet parking only. There is a letter attached from Mrs. Deanne M. Rogers that discusses the noise problem. Although this specific letter relates to music from Texana Grill, the staff has received several other complaints about noise from the Stone Trail parking lot.

Food Service Code. The Environmental Services Official has noted that he has reviewed the preliminary plans, and the kitchen remodel shown in the plans will be a substantial upgrade to the existing kitchen.

Public Works. The Public Works Department has reviewed the site plan and has no comments.

Landscaping. The staff discussed the 20% landscaping requirement with the applicant, and asked for a plan indicating the area of landscaping on the site. The applicant did not submit a plan, but submitted a letter stating that the site contains only 15.5% landscaping. The staff believes that the calculation furnished by Mr. Watson of Wilson Barnes includes a large rectangle of non-irrigated grass that was supposed to be a second building for the hotel adjacent to this site. That non-irrigated area cannot be counted toward site landscaping, so the site actually has less than 15.5% landscaping. In addition, the site plan submitted by the applicant does not show a deceleration lane that goes into this site at the central drive. That deceleration lane would further reduce the landscaping on the street frontage, and thus on the site. The staff believes that this site is short the 20% of site landscaping that should be required after this restaurant is expanded by 3,284 square feet.

Building Code. The Building Official notes that since the applicant is increasing the size of the building by 500 square feet, the entire building will have to be sprinklered.

Mechanical Equipment. The applicant should be aware that if any new mechanical equipment is added to the roof of the restaurant, it must be screened from all adjacent properties. The screening mechanism shall be architecturally compatible, and the Building Official shall make the determination of "architecturally compatible".

Dumpster. The drawings show that the dumpster and the screen around it will be moved from its present location, but do not show where it will be moved to. The applicant should be aware that all dumpsters and other refuse containers, including those for recycling, should be contained within the dumpster enclosure. It appears that the inclusion of a dumpster enclosure would have to impact either parking or landscaping, and the applicant does not have either to spare.

Signs. The applicant shows signs on the building, including the murals on the east and north facades. The applicant should be aware that signs cannot be approved through this process, but must be permitted under the regulations of the Addison Sign Ordinance. The applicant should also be aware that the Town has a policy against allowing the use of the term "bar", "tavern", or any equivalent term in any exterior signs.

RECOMMENDATION:

The staff looks first at two items when considering an expansion, be it an indoor addition or a patio: parking and landscaping. If the applicant will not have enough of both after the expansion, the staff recommends denial. The staff finds that this center will not have 20% landscaping once this additional square footage is added. In addition, staff has serious concerns about the "real" availability of parking in this center, even though

the center meets the code on paper. Therefore, staff recommends denial of the request for the expansion of the restaurant.

However, staff recognizes the property owner's and the tenant's right to re-open the existing space. The staff is impressed with the quality of the remodel, both inside and outside, and has heard good things about the quality of the other Sports City Cafes. Staff recommends that the request for the addition to the restaurant be denied. However, staff would encourage the applicant to return to the Commission with a plan to remodel the existing restaurant space into a Sports City Café.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'CMORAN'.

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on May 27, 2004, voted to recommend approval of the request for an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, on application from Sports City Café, subject to the following conditions:

- the applicant shall submit a landscaping plan to the Parks Department, for its approval, which shows the conversion of vacant building pad on the site (immediately south of existing Super 8 Motel) to irrigated landscaping and parking. Not less than 50% of the pad shall be converted to landscaping, the remainder may be converted to additional parking spaces.

- the acoustic specifications for outside speakers on the patio (on the east side of the building) shall be submitted to the Council for review and approval.

Voting Aye: Bernstein, Chafin, Knott, Mellow

Voting Nay: None

Absent: Benjet, Jandura

DEANNE M. ROGERS
14879 Towne Lake Circle
Addison, Texas 75001
972-702-8850 Fax 972-702-8860

May 15, 2004

Carmen Moran, Director of Development Services
P.O. Box 9010
Addison, Texas 75001

Re: Case 1457-SUP/Sprts City Café

Dear Ms. Moran,

My property, 14879 Towne Lake Circle, is within the 200' area of the above application. In the past, the owners have allowed bands to play out on the patio of the property until 11:00p.m. This is very disturbing to those of us that live in Towne Lakes. We continually call the Addison Police regarding the noise. We can hear every word and note. If the new owners are planning to allow bands to play on the patio, I strongly protest this approval.

Sincerely,



Deanne M. Rogers

Carmen Moran

From: Greg Layman
Sent: Tuesday, May 11, 2004 2:35 PM
To: Carmen Moran
Subject: Planning and Zoning Comments for 05/27/04

Item 3 Veladi Ranch

The police department does receive noise complaints from residence south of Beltway Dr. regarding restaurants with patios on Belt Line Rd. These complaints are isolated but most often occur in the fall or spring when the weather is nice enough to draw a crowd to the patio while the prevailing wind is from the north.. When the wind is from the south we have few if any noise complaints from the area.

Item 4 Sports City Café

The police department has had numerous noise complaints from the Towne Lake neighborhood regarding the noise at night from this strip center. This restaurant would share parking with Stone Trail, Texana Grill, Ferraris, and Abbottsford Court. Currently on weekend nights the shared parking area is filled to capacity and on occasion patrons park across Midway Rd.

Carmen Moran

From: Neil Gayden
Sent: Tuesday, May 11, 2004 2:18 PM
To: Carmen Moran

Carmen,

I've looked at the plans submitted for P&Z consideration for Sports City Cafe. Although not the complete set of drawings we will need for a building permit, I am very encouraged by the preliminary plans. Obviously this is not the "light remodel, add-a deck" plan that I was kind of expecting. This is nearly a completely new finishout except for use of most of the existing kitchen and bar. Moving the restrooms, adding to the kitchen and extension of the building will necessitate lots of underslab plumbing improvements and relocation of the grease trap. The existing dumpster enclosure will also have to be removed and rebuilt elsewhere.

I look forward to seeing the full set of drawings. And for what it's worth, I like what I see so far!

Neil



Wilson
Barnes

GENERAL
CONTRACTORS

Tuesday, May 18, 2004

Carmen
City of Addison

RE: Landscaped Area @ Nick's Addison

Carmen,

We have measured the area of the Retail Center for the proposed Nick's Sports Grill, Addison location. As directed by Carmen we calculated the entire Retail Center to be some 356,152sf +/- in total area. In order to meet the 20% requirement of landscaped area there would need to be 71,230sf +/- of landscape in place. There is approximately 55,277sf +/- of existing landscaped area at the Retail Center. This is 15,953sf +/- short of the required coverage. There may be some opportunity for additional landscaping, but it is not a certainty that there would be enough to yield the 20% requirement. At this time the calculations are at some 15.5% +/- of landscaped area versus the total area of the Retail Center.

Regards

Wayne Watson

Memorandum

Date: May 19, 2004
To: Carmen Moran, Director of Development Services
From: Slade Strickland, Director of Parks and Recreation
Subject: **Case 1457-SUP/Sports City Café**

According to the general contractor's estimates, this site has 15.5 percent landscaping, while 20 percent is required according to the landscape regulations. The applicant will need to confirm if the 15.5 percent accounts for the undeveloped area where the new parking is proposed, as well as, if the detention area and de-acceleration lane was accounted for in the calculation.

In general, the site landscaping is in good condition and well maintained. Staff recommends that a revised plan be submitted showing the aforementioned calculations to confirm what landscaping actually exist, in addition to new landscaping to be added. The revised plan will also need to show all existing landscaping in the center with plantings identified.

To: Carmen Moran

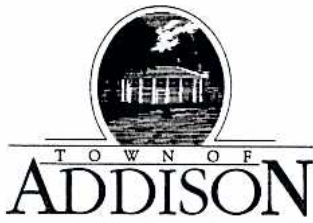
From: Lynn Chandler

Date: May 12, 2004

Subject: Case 1457-SUP/Sports City Café

The tenant is seeking to increase the size of the building by more than 500 sq ft.
Therefore a fire sprinkler system will be required.

**ITEM #R7-3 IS NOT
AVAILABLE
ELECTRONICALLY**



50 YEARS OF FUN!

Post Office Box 9010 Addison, Texas 75001-9010 5300 Belt Line Road (972) 450-7000
 FAX (972) 450-7043

May 17, 2004

STAFF REPORT

RE: Case 1458-Z-Town of Addison

REQUEST: Amendment to Appendix A, the Addison Zoning Ordinance, Article XIX, "Urban Center District Regulations", Section 9, Paragraphs C-F, in order to require City Council approval for a final development plan.

APPLICANT: Town of Addison, represented by Carmen Moran

DISCUSSION:

Background. In December of 2003, the Planning and Zoning Commission and Council reviewed a final development plan, on application from CityHomes, for a site in the UC – Urban Center District. The procedures for reviewing development plans are spelled out in Sections 8 and 9 of Article XIX, the Urban Center zoning district regulations. Section 8 details the procedure for filing a Preliminary Development Plan. It lists the information that must be included on the plan, and requires that the plan be reviewed and acted on by both the Planning and Zoning Commission and Council. Section 9 details the procedure for a Final Development Plan, and it also lists information that is required on the plan. However, in Section C, it requires that only the Planning and Zoning Commission approve a final development plan. If the applicant is not happy with the decision of the Commission, he then has the right to appeal to the Council.

The preliminary and final development plan review processes take 45 days each, but if an applicant chooses, he can combine the two processes. An applicant can provide all the information required for a final plan, and follow the approval process required for a preliminary plan, which goes to both P&Z and Council. Post Properties filed all four of the development plans that had been approved in Addison Circle prior to the CityHomes request, and Post had always skipped the preliminary plan and gone straight to a final plan, with both the P&Z and Council reviewing the plan.

The reason the UC district has a two-step process is to allow developers to get an "answer" from the Council without spending the money required to generate detailed drawings. In the case of CityHomes, the developers wanted to know if the Council was going to approve 183 townhomes before they spent the money needed to actually design all the buildings. When the ordinance was written in 1995, the logic was that once the Council had given an "answer" on the preliminary design, the P&Z would then handle the final approval. However, as we found in the case of CityHomes, there are sometimes unresolved issues in a final plan that should be reviewed by both the Council and P&Z. The staff is more comfortable having applicants in the Urban Center district go through the same process as all other zoning applicants, which means the request is reviewed by the Planning and Zoning Commission for a recommendation and then approved, or not approved, by the Council.

The staff also has found that it typically needs to impose conditions on the development plan, and it feels like the conditions will be more enforceable if they are written into an ordinance, rather than just listed in the minutes of a meeting.

RECOMMENDATION:

Staff recommends approval of amendments to Article XIX, "UC" Urban Center District Regulations", Section 9, Paragraphs c through F, in order to require City Council approval for a final development plan.

A red-lined copy and a clean copy of the proposed ordinance are attached for review.

Respectfully submitted,

A handwritten signature in black ink that reads "C MORAN". The "C" is large and stylized, and "MORAN" is written in a more standard, slightly slanted font.

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on May 27, 2004, voted to recommend approval of amendments to Article XIX, "UC" Urban Center District Regulations", Section 9, Paragraphs c through F, in order to require City Council approval for a final development plan.

Voting Aye: Bernstein, Chafin, Knott, Mellow,

Voting Nay: None

Absent: Benjet, Jandura

TOWN OF ADDISON, TEXAS**ORDINANCE NO. _____**

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING APPENDIX A, "ZONING," OF THE CODE OF ORDINANCES OF THE CITY, THE SAME BEING ORDINANCE NO. 66 OF THE CITY, BY AMENDING ARTICLE XIX, "UC URBAN CENTER DISTRICT REGULATIONS," TO REQUIRE CITY COUNCIL APPROVAL FOR A FINAL DEVELOPMENT PLAN; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas, desires to amend the regulations of the Urban Center Zoning District to provide that final development plans be approved by the City Council; and

WHEREAS, the City Council and the City Planning And Zoning Commission, in accordance with state law and the applicable ordinances of the City, have given the required notices and held the required public hearings regarding this amendment to the zoning regulations of the Code of Ordinances; and

WHEREAS, the City Council finds that it is in the public interest to make this amendment to the zoning regulations; Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. That Paragraphs C through F of Section 9, "Final Development Plan Approval," of Article XIX, "UC Urban Center District Regulations," of Appendix A, "Zoning," of the Code of Ordinances of the Town of Addison are amended to read as follows:

"C. Planning and zoning commission recommendation. The planning and zoning commission shall determine whether the final development plan is in accordance with the approved preliminary development plan and with applicable district regulations, and shall make its recommendation to the city council for approval, approval with modifications, or disapproval of the final development plan, including its recommendation for approval or disapproval of any waivers.

D. City council decision. Upon receipt of the commission's recommendation, and following a public hearing thereon, the city council shall approve, approve with modifications, or disapprove the final development plan, including any waiver requests. The council's decision to approve the plan, with or without modifications, shall be made by ordinance.

E. Approval standards. In making its decision, the city council shall determine whether the final development plan is consistent with the approved

preliminary development plan, the standards and conditions set forth in the adopting ordinance, and the standards set forth in the UC district regulations.

F. *Conditions.* The planning and zoning commission may recommend, and the city council may establish such conditions and may require such modifications to assure that the final development plan is consistent with the approved preliminary development plan and the approval criteria set forth herein."

Section 2. That Article XIX, "UC Urban Center District Regulations," of Appendix A, "Zoning," of the Code of Ordinances of the Town of Addison shall remain in full force and effect save and except as amended by this ordinance.

Section 3. That the sections, paragraphs, sentences, phrases, clauses and words of this ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have adopted such remaining portions of this ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 4. That this Ordinance shall become effective upon passage and publication, as provided by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, this _____ day of _____, 2004.

Mayor R. Scott Wheeler

ATTEST:

APPROVED AS TO FORM:

Carmen Moran, City Secretary

Ken C. Dippel, City Attorney

**MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE
STAFF REPORT
ME 2004-8**


Business: Potbelly Restaurant

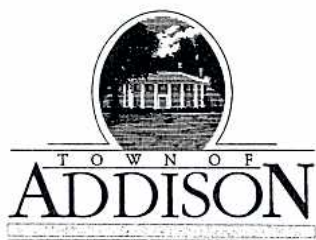
Date: May 26, 2004

Location of Request: 4945 Belt Line Road

<u>Ordinance Requirement</u>	<u>Request</u>	<u>Variance</u>												
<p>Sec. 62-163. Area.</p> <p>Total effective area of attached signs shall not exceed the following schedules:</p> <p>(1) On an attached sign located at a height of up to 36 ft, the effective area is limited to 1 sq ft of sign area for each linear foot of building frontage not to exceed 100 sq ft</p> <p>(2) An attached sign located at or exceeding a height of 36 ft shall be permitted an increase in maximum effective area. Such increases shall not exceed 4 sq ft in effective area for each additional 1 ft of height above 36 ft measured from the base of the sign to the building grade.</p> <p>(3) Attached signs may be located on each façade; however, the sum of the effective area of all attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section.</p> <p>(4) Building with 4 or more stories in height may have not more than 2 attached signs per façade provided that:</p> <p>a. Each sign is designated for a separate tenant.</p> <p>b. One sign must be located on or near the uppermost story of the building while the 2nd sign is to be located on the 1st or ground level floor.</p> <p>c. Signs may be no closer than 30 ft apart.</p> <p>d. The combined effective sq footage of both signs may not exceed twice the allowed effective sq footage as specified in subsections (1) and (2) of this section.</p> <p>(5) Maximum letter/logo height of attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section. Maximum letter/logo height of attached signs shall be determined by the following schedule:</p> <table><tr><th>Sign Height (feet)</th><th>Letter/Logo Height (inches)</th></tr><tr><td>0 - 36</td><td>16</td></tr><tr><td>37 - 48</td><td>36</td></tr><tr><td>49 - 100</td><td>48</td></tr><tr><td>101 - 150</td><td>60</td></tr><tr><td>151 and up</td><td>7</td></tr></table> <p>a. Letter heights in excess of 72 inches must be approved by the city council.</p> <p>b. Not more than 50% of the letters in each individual sign height category may be 25% taller than the specified maximum letter/logo height.</p> <p>(6) Copy on awnings is allowed in accordance with the above regulations for area and letter height. For back-lit awnings, the area of the sign shall be based on the area of the awning that is back-lit or illuminated.</p>	Sign Height (feet)	Letter/Logo Height (inches)	0 - 36	16	37 - 48	36	49 - 100	48	101 - 150	60	151 and up	7	<p>The applicant is requesting:</p> <p>A sign on the south façade with letters 30" in height and an area approximately 80.5 Sq. Ft. and</p> <p>A sign on the east façade with letters 30" in height and an area of approximately 122.5 Sq. Ft.</p>	<p>The ordinance allows 1 Sq. Ft. of signage for each Ft. of building length up to 100 Sq. Ft. and a maximum letter height of 20" for 50% of the letters with the remaining letters to be 16" or less in height.</p>
Sign Height (feet)	Letter/Logo Height (inches)													
0 - 36	16													
37 - 48	36													
49 - 100	48													
101 - 150	60													
151 and up	7													

STAFF RECOMMENDATION: The signs will be located approximately 95' from Belt Line Road therefore staff recommends approval of the 30" letters. The allowable area on the south façade is approximately 35 Sq. Ft. and the allowable area on the east façade is approximately 79.5 Sq. Ft. therefore staff recommends denial of any area increase.

STAFF: 
Lynn Chandler, Building Official

**BUILDING INSPECTION DEPARTMENT**


(972) 450-2880 FAX (972) 450-2837

*Addison 50!***50 YEARS OF FUN!**

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

To: Carman Moran, Director Development Services

From:  Lynn Chandler, Building Official

Date: June 1, 2004

Subject: Exceptions to the Sign Ordinance

Potbelly Restaurant located at 4945 Belt Line Road was granted an exception in Oct. 2003 for letters 30" in height, but were not allowed any area increase.

The following is a list of several exceptions allowing increased area:

1. Brook Mays located at 5100 Belt Line Road Suite 840 was granted an exception in Oct. 2001 for increased area of signage on the west and south facades of their building. The increased area, however, was for murals.
2. BJ's restaurant located at 4801 Belt Line Road was granted an exception in Dec. 2002 for increased area of signage on the east and south facades of their building. The increased area, however, was for murals.
3. The Addison Town Center Shopping Center located in the 3700 to 3800 block on Belt Line Road was granted an exception in Oct. 1994 for increased area of signage. The increased area, however, was for the building located over 700 feet from Belt Line Road.

Addison!

BUILDING INSPECTION DEPARTMENT 16801 Westgrove Dr Addison Texas 75001 972/450-2881 fax: 972/450-2837

Application for Meritorious Exception to the Town of Addison Sign Ordinance

Application Date: 05.24.04

Filing Fee: \$200.00

Applicant: POTBELLY SANDWICH WORKS

Address: 222 MERCANDISE MART PLAZA - 23RD FLOOR

Suite#: _____

CHICAGO

IL

60654

Phone#: 312.475.3886

City

State

Zip

Fax#: 312.951.0300

Status of Applicant: Owner

Tenant X

Agent _____

Location where exception is requested:

4945 Belt Line Road, Addison, TX 75254

Reasons for Meritorious Exception:

We would like to install larger signage that relates to the overall size of the building in a more appropriate manner than what is allowed by the City of Addison sign code. We also want to increase the allowable size to match more closely to our signage standards seen at other restaurants around the country.

YOU MUST SUBMIT THE FOLLOWING:

12 COPIES OF THE PROPOSED SIGN SHOWING:

1. Lot Lines
2. Names of Adjacent Streets
3. Location of Existing Buildings
4. Existing Signs

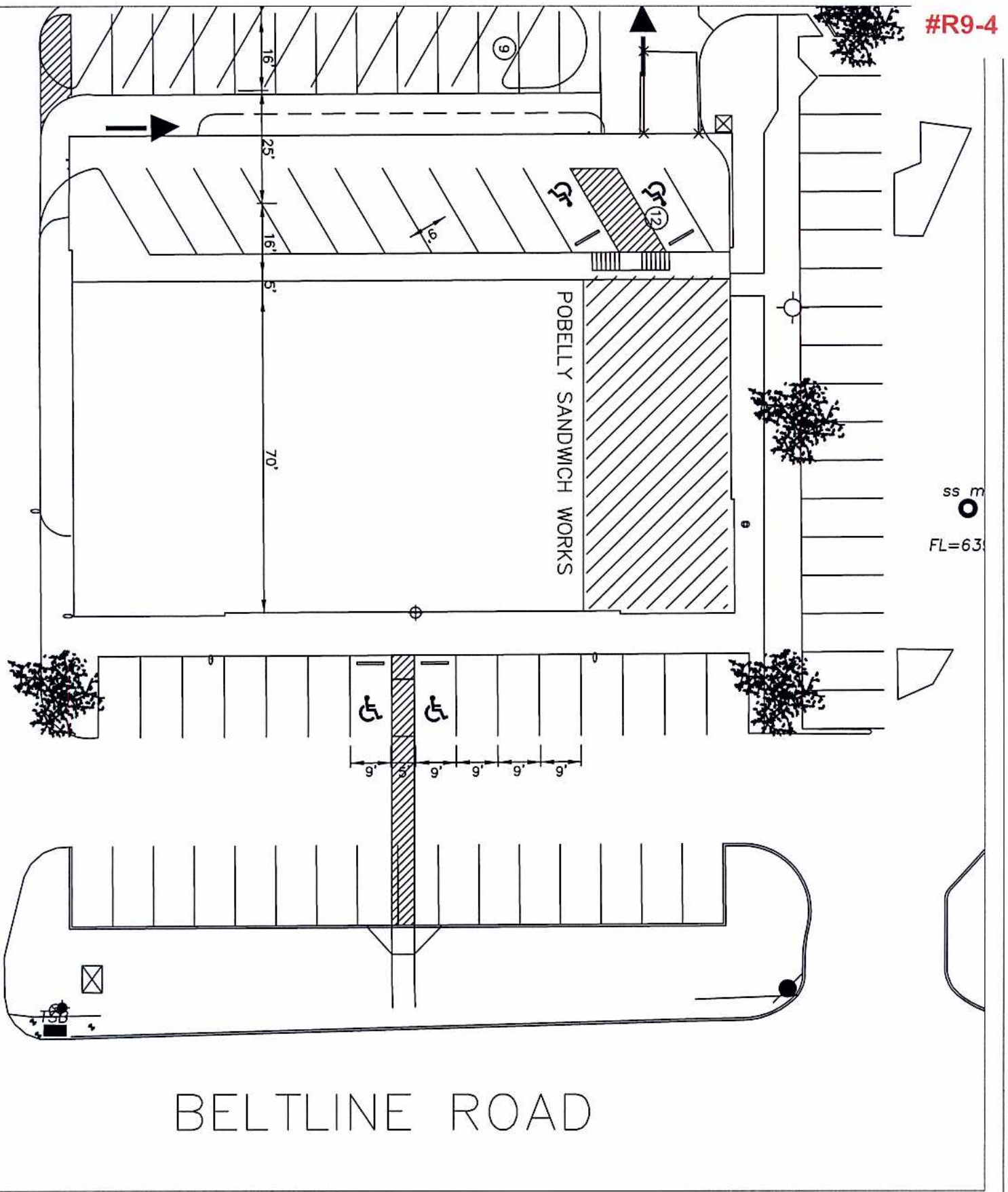
5. Proposed Signs
6. Sketch of Sign with Scale and Dimensions Indicated (8.5 x 11 PLEASE)

Date Fees Paid 5.28.04

Check # 41957

Receipt # 18711

#R9-4



BELTLINE ROAD



SITE PLAN

SCALE: 1"=0' = 30'-0"

4745 BELTLINE RD
ADDISON, TX 75001

ISSUED:
05.25.04

SHEET

1 of 1

MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE
STAFF REPORT

ME 2004-7

Date: May 24, 2004

Business: Mattress Firm

Location of Request: 5000 Belt Line Road Suite 105

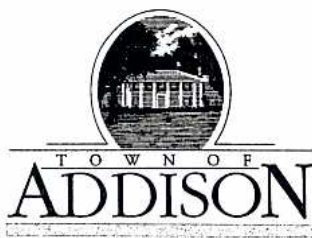
<u>Ordinance Requirement</u>	<u>Request</u>	<u>Variance</u>
<p>Sec. 62-163. Area. Total effective area of attached signs shall not exceed the following schedules: (1) On an attached sign located at a height of up to 36 ft, the effective area is limited to 1 sq ft of sign area for each linear foot of building frontage not to exceed 100 sq ft. (2) An attached sign located at or exceeding a height of 36 ft shall be permitted an increase in maximum effective area. Such increases shall not exceed 4 sq ft in effective area for each additional 1 ft of height above 36 ft measured from the base of the sign to the building grade. (3) Attached signs may be located on each façade; however, the sum of the effective area of all attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section.</p>	<p>The applicant is requesting: A sign on the north façade with an area of 82.5 sq ft.</p>	<p>The ordinance allows 1 Sq. Ft. of signage for each Ft. of building length up to 100 Sq. Ft.</p>

STAFF RECOMMENDATION: The signs will be located approximately 150' from Belt Line Road. The tenant space has a building frontage of approximately 50'. The sign would be limited to 50 sq ft. Therefore staff recommends denial.

STAFF:


Lynn Chandler, Building Official

#R10-1

**BUILDING INSPECTION DEPARTMENT**

(972) 450-2880 FAX (972) 450-2837

*Addison 50!***50 YEARS OF FUN!**

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

To: Carman Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: June 1, 2004

Subject: Exceptions to the Sign Ordinance

The Addison Walk retail center located at 5100 Belt Line Road was granted an exception in Jan. 2004 allowing letters 36", 30" and 24" in height, but were not allowed any area increase.

The following is a list of several exceptions allowing increased area:

1. Brook Mays located at 5100 Belt Line Road Suite 840 was granted an exception in Oct. 2001 for increased area of signage on the west and south facades of their building. The increased area, however, was for murals.
2. BJ's restaurant located at 4801 Belt Line Road was granted an exception in Dec. 2002 for increased area of signage on the east and south facades of their building. The increased area, however, was for murals.
3. The Addison Town Center Shopping Center located in the 3700 to 3800 block on Belt Line Road was granted an exception in Oct. 1994 for increased area of signage. The increased area, however, was for the building located over 700 feet from Belt Line Road.

#R10-3

Addison!

BUILDING INSPECTION DEPARTMENT 16801 Westgrove Dr Addison Texas 75001 972/450-2881 fax: 972/450-2837

**Application for Meritorious Exception to the Town of Addison
Sign Ordinance**Application Date: May 21, 2004

Filing Fee: \$200.00

Applicant: Walton Enterprises, LTDAddress: 3453 IH-35 North Suite#: 105San Antonio, Texas 78219 Phone#: 210/886-0644 Ext. 327
City State ZipFax#: 210/886-0650Status of Applicant: Owner _____ Tenant _____ Agent X

Location where exception is requested:

Mattress Firm, 5000 Beltline Road, Addison, Texas (Suite 110)

Reasons for Meritorious Exception:

Maximum letter height allowed by City is 30". Due to customer's logo
we exceed total square footage allowed. Therefore, we are asking for
an increase of 32.5 square feet in signage for an overall square footage
of 82.5 square feet. We feel the 30" letter height is required in order
to achieve better visibility to Beltline Road.

YOU MUST SUBMIT THE FOLLOWING:

12 COPIES OF THE PROPOSED SIGN SHOWING:

1. Lot Lines
2. Names of Adjacent Streets
3. Location of Existing Buildings
4. Existing Signs

5. Proposed Signs
6. Sketch of Sign with Scale and Dimensions Indicated (8.5 x 11 PLEASE)

Date Fees Paid 5-28-04 Check # 12671 Receipt # 18712

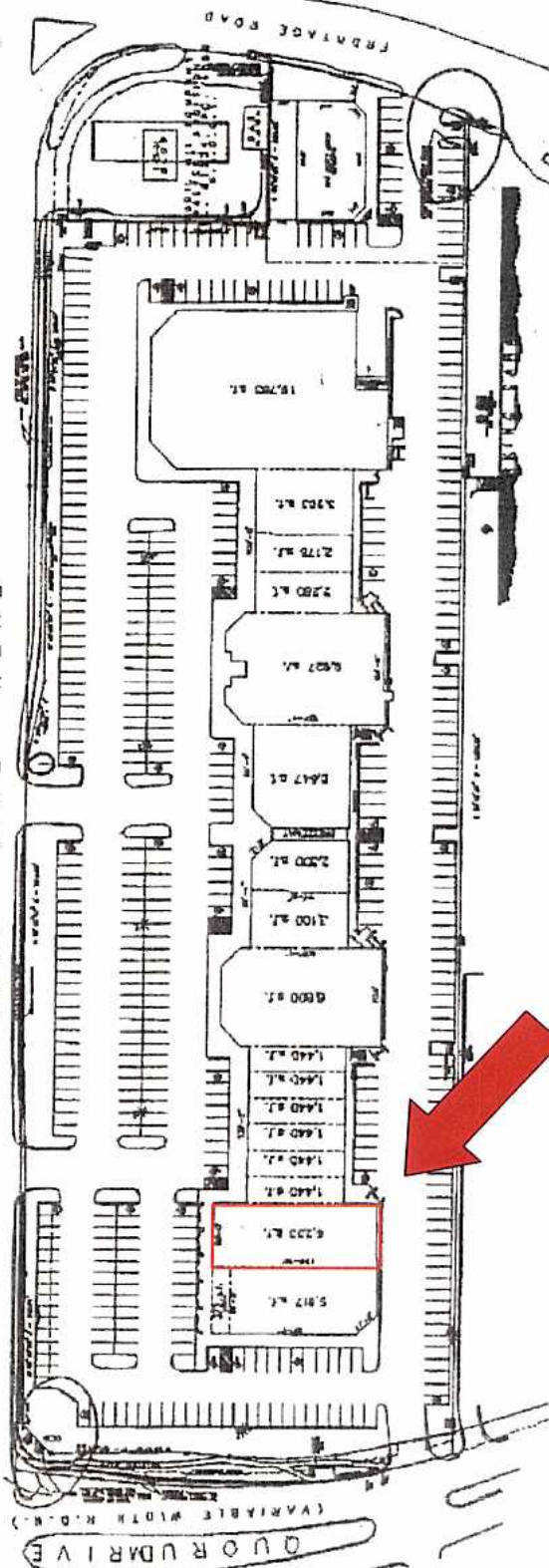


SITE TABULATIONS	
EXISTING BUILDING	82,975 SF
PROPOSED BUILDING	78,702 SF
EXISTING PARKING	415 SPACES
PROPOSED PARKING	435 SPACES
PROPERTY AREA	7.376 ACRES



M L A R C H E Y
(1100' E.O.W.)

BELT LINE ROAD



DALLAS PARKWAY
(1120' RIGHT-OF-WAY)

THIS SITE PLAN IS ATTACHED TO THE LEASE AGREEMENT FOR THE PURPOSE OF IDENTIFYING THE APPROXIMATE LOCATION OF THE BASED PREMISES AND FOR THE PURPOSE OF IDENTIFYING THE BASED PREMISES. NO WARRANTY IS MADE BY THE LESSOR OR THE LESSOR'S AGENT OR AGENTS IN THIS SITE PLAN (S) AS TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE LESSOR AND THE LESSOR'S AGENT OR AGENTS MAKE NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE LESSOR AND THE LESSOR'S AGENT OR AGENTS MAKE NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE LESSOR AND THE LESSOR'S AGENT OR AGENTS MAKE NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

MATTRESSFIRM



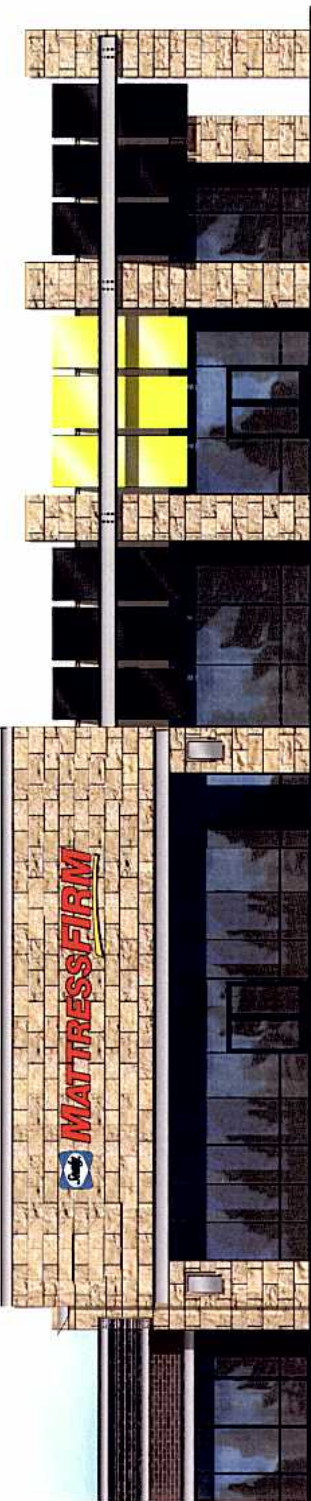
Addison, Wash

Addison, TX.

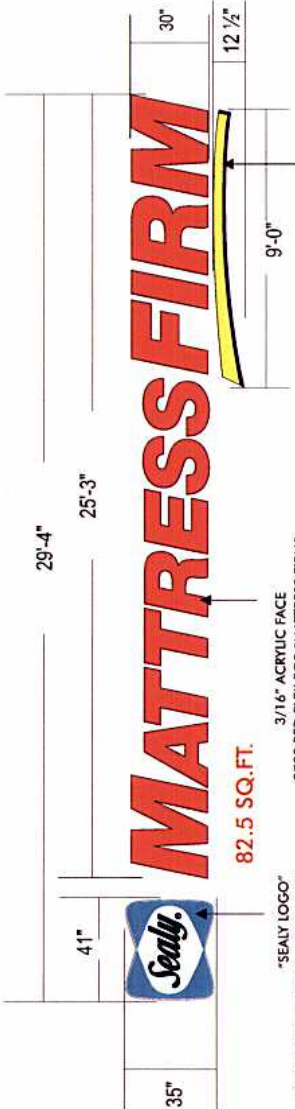
EXHIBIT A
PAGE 1 OF 2

DIRECT EXHIBIT
6150 N. CENTRAL EXPWY. SUITE 1514
DALLAS, TEXAS 75208
214.691.1722 FAX 214.691.1723

50'-0"



FRONT ELEVATION SIGN
SCALE: 3/32" = 1"



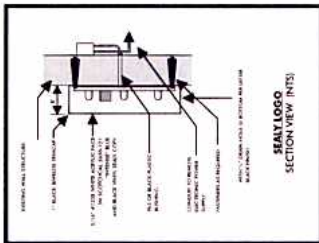
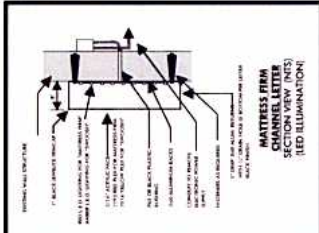
3M SCOTCHCAL 3630-127 "INTENSE" BLUE AND BLACK VINYL SEALY COPY BLACK TRIMCAP & RETURNS FLUORESCENT ILLUMINATION

3/16" ACRYLIC FACE
2793 RED PLEX FOR "MATTRESS FIRM"
BLACK TRIMCAP & RETURNS
RED L.E.D. LIGHTING

FRONT ELEVATION SIGN
SCALE: 1/4" = 1"

SCOPE OF WORK:
MANUFACTURE, DELIVER & INSTALL ONE (1) SET OF CHANNEL LETTERS ON FRONT ELEVATION AS INDICATED

2016 YELLOW PLEX FOR "SWOOSH"
AMBER L.E.D. LIGHTING BLACK TRIMCAP
BLACK DROP SHADOW & RETURNS



04-1594



3453 IH-35N Suite 105
San Antonio Tx 78219
(210)886-0644 Fax: (210)886-0650

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MATTRESS FIRM

Client: MATTRESS FIRM
Address: ADDISON, TX
Sales: KH Design: EF
Date: 2/13/04 PM: EF
Firm: WALTON ADDISON, TEXAS

Revisions:
R1: 2/13/04 modify as per Gary White to add "OUTLET"
R2: 2/13/04 modify as per Gary White to add additional trim and move panel
R3: 2/13/04 modify as per Gary White to add additional trim and move panel
R4: 2/13/04 change to 30x12" - SJ
R5: 2/13/04 change to 30x12" - SJ

Signs will be manufactured with 120 Volts AC. All Primary electrical service to the sign and final connection thereof, is the responsibility of the buyer.
All work is to be done in accordance with the purchase agreement attached hereto. In case of variance between the specifications of the purchase agreement and this drawing, the drawing shall prevail.

Buyer: Date:
Sales: Date:
Production: Date:



Mark Krasovec
Vice President

May 27, 2004

Mr. Lynn Chandler
Town of Addison
Development Services Department
16801 Westgrove Road
Addison, Texas 75001

Re: Mattress Firm Sign Variance
Addison Walk

Dear Lynn

Thank you for taking the time to consider Mattress Firm's request for a variance in their sign area at Addison Walk. The landlord, Beltline Quorum Retail, Ltd., approves the variance as we feel the sign is neither obtrusive nor unsightly for our center. Please consider their request as shown on the attached elevation.

Please call me with any questions.

Sincerely,

Mark Krasovec

Enclosures

CC: Bill Gilliland, Brenda Beams

8150 N. Central Expressway
Suite 1515
Dallas, Texas 75206
tel 214.891.3222
fax 214.891.3223

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recording, or
by any
information
storage and
retrieval system,
without
permission in
writing from
Mattress Firm.

MA

Client
Address
Location
Sales
Date
Per

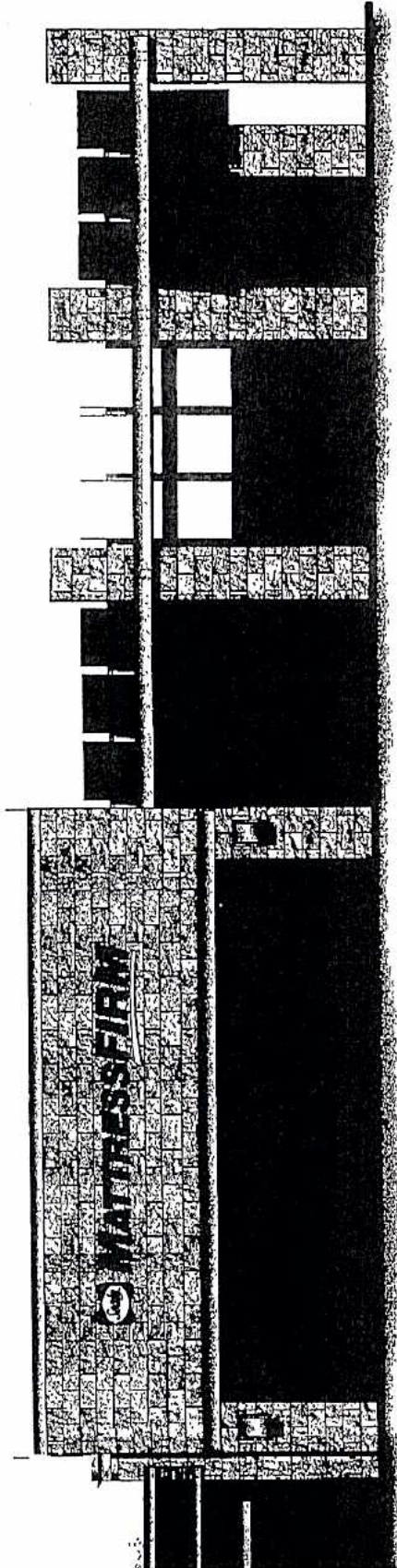
Revision
R01/2/16
add
R02/2/16
add
to
R03/3/17
R04/5/18

Signs w
All Prim
final cor
of the be
All work
the part
in case
specific
and this

Buyer:

Sales:

Product:



FRONT ELEVATION SIGN
SCALE: 3/32" = 1'



82.5 SQ. FT.

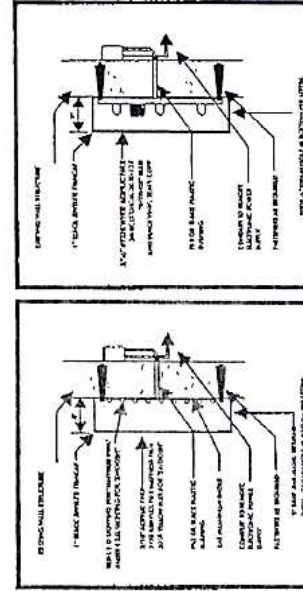
3/16" ACRYLIC FACE
2793 RED PLEX FOR "MATTRESS FIRM"
BLACK TRIMCAP & RETURNS
RED L.E.D. LIGHTING

2016 YELLOW PLEX FOR "SWOOSH"
AMBER L.E.D. LIGHTING BLACK TRIMCAP
BLACK DROP SHADOW & RETURNS

FRONT ELEVATION SIGN

SCALE: 1/4" = 1'

SCOPE OF WORK:
MANUFACTURE, DELIVER & INSTALL ONE (1) SET OF CHANNEL
LETTERS ON FRONT ELEVATION AS INDICATED



Council Agenda Item: #R11

SUMMARY:

Council approval is requested of an ordinance authorizing a license agreement with Barrett Burke Wilson Castle Daffin & Frappier, L. L. P. (BBWCDF) to construct and maintain a telecommunications conduit under Surveyor Boulevard.

FINANCIAL IMPACT:

Upon issuance of the license, the Town will receive \$1,060 from the firm and another \$1,000 in annual payments.

BACKGROUND:

The Town's right-of-way ordinance allows for entities that are not certificated telecommunication providers to obtain street crossing licenses from the Town. The Town has been approached by BBWCDF to allow the firm to bore under Surveyor Blvd. for a telecommunications conduit from their main office located at 15000 Surveyor Blvd. to their recently expanded office located in the Forum office complex located at 4004 Belt Line Rd. The firm has represented to the Town that a direct telecommunications line will allow them to save several hundred thousand dollars in telecommunication line fees over the course of their building lease. The public works department has approved the location of the bore.

RECOMMENDATION:

It is recommended Council approve the ordinance authorizing the issuance of the license.

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS APPROVING A LICENSE AGREEMENT BY AND BETWEEN THE CITY AND BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, L.L.P. TO USE A PORTION OF SURVEYOR BOULEVARD FOR THE INSTALLATION AND USE OF A TELECOMMUNICATIONS CABLE BETWEEN TWO PROPERTIES AS DESCRIBED IN THE LICENSE AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Barrett Burke Wilson Castle Daffin & Frappier, L. L. P. (the “Company”) desires to use a portion of Surveyor Blvd., a public street located within the Town of Addison, to install a telecommunications cable to connect two buildings located along Surveyor Blvd. for the purpose of facilitating communication between the two tracts; and

WHEREAS, Section 70-58 of the City’s Code of Ordinances provides, among other things, that all persons that place facilities in, on, or over public rights-of-way must obtain a franchise, license or other authorization as may be required by the City to use the public rights-of-way.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The License Agreement by and between the City and the Company, a true and correct copy of which is attached hereto as Exhibit A and incorporated herein, is hereby approved. The City Manager is authorized to execute the Agreement on behalf of the City.

Section 2. This Ordinance shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the _____ day of _____, 2004.

R. Scott Wheeler, Mayor
Town of Addison, Texas

ATTEST:

By: _____
Carmen Moran, City Secretary

[SEAL]

APPROVED AS TO FORM:

By: _____
Kenneth C. Dippel, City Attorney

**STATE OF TEXAS §
 §
COUNTY OF DALLAS §**

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License" or "Agreement") is made this _____ day of _____, 2004, by and between the Town of Addison, Texas ("the City") and Barrett Burke Wilson Castle Daffin & Frappier, L. L. P., a Texas Limited Liability Partnership (the "Company").

WHEREAS, Surveyor Blvd is a public street located within and under the authority and control of the City; and

WHEREAS, the Company leases two properties along Surveyor Blvd., which are generally described as 15000 Surveyor Blvd and 4004 Belt Line, Form II, Suite 100 (the "Buildings") and which are depicted on **EXHIBIT 1** attached hereto and incorporated herein; and

WHEREAS, the Company desires to install under Surveyor Blvd. a telecommunications cable connecting the two Buildings for the purpose of facilitating communication between the two Buildings; and

WHEREAS, Section 70-58 of the City's Code of Ordinances provides, among other things, that all persons that place facilities in, on, or over public rights-of-way must obtain a franchise, license or other authorization as may be required by the City to use the public rights-of-way; and

WHEREAS, the Company desires to place the Cable (as defined herein) under Surveyor Boulevard and has requested the City's issuance of its authorization to construct, maintain, and operate the same.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration, the City and the Company do hereby contract and agree as follows:

1. Grant of License. The City hereby grants to Company a nonexclusive, revocable license to construct, reconstruct, maintain and operate, subject to the terms and conditions of this Agreement, one four (4) four-inch conduit containing both fiber and copper cable (SEE specifications on **EXHIBIT 1** attached hereto and incorporated herein) (the "Cable"), under Surveyor Blvd. for the sole purpose of connecting for telecommunication purposes the properties located at 15000 Surveyor Blvd. and 4004 Belt Line Rd., Form II, Suite 100, Addison, Texas (together, the "Properties"). The telecommunication services which may be provided between and only between the Properties shall be and are limited to the following: audio, video, data, voice and signalling communications. The Cable shall be located as shown on **EXHIBIT 1**.

This license, the grant made herein, and the rights of the Company hereunder are subject and subordinate to: (a) the prior and continuing right of the City, its successors and assigns, to use all and any part of Surveyor Blvd., including without limitation the portion of Surveyor Blvd. in which the Cable is located, for any purpose whatsoever in the City's sole discretion; (b) any existing electric, gas, communication, cable, water, sewer, or other utility or drainage facility located in, on, under, or above Surveyor Blvd.; (c) existing rights of any utility, communication, or other person, company, or entity in or to Surveyor Blvd.; (d) any existing franchise, grant, license, lease, easement, or other interest heretofore granted or conveyed by the City; (e) all laws, ordinances, standards, codes, policies, rules, and regulations, currently existing or hereafter enacted, adopted, amended, or modified, of the City, or of any governmental entity or agency

having jurisdiction over Surveyor Blvd. or the use thereof; and (f) all of the terms and conditions of this Agreement.

2. Term. Subject to the terms and conditions of this Agreement, this License shall continue in force for a period of ten (10) years from the date of execution of this Agreement or earlier if terminated as provided hereinafter.

3. Identify Markers. Markers in a form and size satisfactory to the City shall be installed and constantly maintained by Company at the City's property lines or at such locations as the City may designate and shall be relocated or removed by Company upon request of the City. The absence of markers does not constitute a warranty or representation by the City that there are no subsurface installations, lines, cables, or other equipment, materials, or property. The Company shall be responsible for determining and locating all utility or other facilities, equipment or property that may be located in the area in which the Cable will be constructed, operated, and maintained, whether subsurface or otherwise.

4. Cost. As consideration for the license and rights granted herein, Company shall pay the City as follows:

(a) An acceptance fee in the amount of \$1.00 per linear foot of streets bored or traversed, and One Thousand Dollars (\$1,000.00) for each public street crossing, with such payment due on execution of this License; and

(b) An annual payment to the City in the amount of One Thousand and No/100 Dollars (\$1,000.00) payable in advance with the first payment due on execution of this License. Each annual payment thereafter shall be due on or before the anniversary date of this Agreement until the expiration of this License or this License is otherwise terminated as provided herein. Company shall bear the entire cost of construction, reconstructing, maintaining and operating the

Cable, and will not allow or permit any mechanic's, materialman's, or other liens to be enforced against the City's property by reason of any such work, and agrees to and shall indemnify the City against any such liens.

5. Construction and Maintenance. The Cable shall be constructed, reconstructed and maintained in accordance with plans approved by the City. Approval by the City of this Agreement or of such plans shall not constitute a warranty or representation by the City that such plans conform with federal, state and/or local laws, ordinances, rules, codes and regulations applicable thereto. The Company shall comply with all applicable laws, ordinances, standards, codes, policies, rules, and regulations, currently existing or hereafter enacted, adopted, amended, or modified, of the City, or of any governmental entity or agency having jurisdiction over Surveyor Blvd. or the use thereof, including, but not limited to, the securing of building and excavation permits, as necessary or required.

All work upon or in connection with the Cable shall be done to the City's satisfaction at such times and in such manner as not to interfere with or create a hazard to the operation, maintenance, and/or use of any street, roadway, or other right-of-way. In the construction, reconstruction, maintenance, and operation of the Cable, the Company shall keep the Cable and the City's property in a neat and safe condition and in good order and operating condition, failing which, the City may do so at the Company's expense. Upon written notice from the City, by and through the City's Director of Public Works or his designee, stating in general terms how and in what manner maintenance or repair of the Cable or the street or right-of-way in which the Cable is located is required, Company shall perform such maintenance or repair; if Company fails to do so, the City shall have the right (in addition to any other rights of the City provided for herein or at law, in equity, or otherwise) to perform such maintenance or repair, the cost of which shall be

borne by the Company. If required by the City in its use of the City's property, Company, at its sole cost, shall reconstruct, relocate or alter the Cable. In the event that the Company has not relocated the Cable as directed by the City's Director of Public Works within a reasonable length of time (as determined by the Director of Public Works), the City shall have the right, without liability to the Company, to relocate, cause to be relocated, or remove the Cable, and the Company shall reimburse the City for all costs of relocation or removal. **Except in an emergency, Company shall give the City at least five (5) days written notice, or such longer time as may be required by the City in any ordinance, rule, regulation, standard, code, or policy of the City, of the day and hour it proposes to do any work on the Cable.** Company shall bear responsibility for timely and complete repairs in the event of damage to the Cable from any cause whatsoever.

Company shall cooperate with the City in making any test the City requires of any installation or condition which, in its judgment, may have an adverse effect on any of the facilities of the City. All costs incurred by the test, or any corrections thereof, shall be borne by Company.

6. Miscellaneous Obligations of Company.

A. Company shall maintain a complete set of "as built" plans of the Cable and shall furnish copies of the same to the City.

B. Company shall maintain a local agent who is familiar with the Cable and whose name and address shall be furnished at least annually to the City. The local agent shall be responsible for satisfying all information needs of the City.

7. Indemnification; Insurance.

A. (1) IN CONSIDERATION OF THE GRANTING OF THIS AGREEMENT, COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS, OFFICERS, AGENTS AND EMPLOYEES (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH THE COMPANY'S PERFORMANCE OF THIS AGREEMENT, INCLUDING DAMAGES CAUSED BY THE INDEMNITEE'S OWN NEGLIGENCE, OR GROSS NEGLIGENCE, OR CONDUCT THAT MAY OR DOES EXPOSE AN INDEMNITEE TO STRICT LIABILITY UNDER ANY LEGAL THEORY, EXCEPT AS SPECIFICALLY LIMITED HEREIN.

(2) WITH RESPECT TO THE COMPANY'S INDEMNITY OBLIGATION SET FORTH IN SUBSECTION (1), COMPANY SHALL HAVE NO DUTY TO INDEMNIFY AN INDEMNITEE FOR ANY DAMAGES CAUSED BY THE SOLE NEGLIGENCE OF THE INDEMNITEE, OR SOLE GROSS NEGLIGENCE OF THE INDEMNITEE, OR SOLE CONDUCT OF THE INDEMNITEE THAT MAY OR DOES EXPOSE THE INDEMNITEE TO STRICT LIABILITY UNDER ANY LEGAL THEORY.

(3) IF AN INDEMNITEE SUFFERS DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, OR CONDUCT THAT MAY OR DOES RESULT IN EXPOSURE TO STRICT LIABILITY, OF BOTH THE COMPANY AND THE INDEMNITEE, THE COMPANY'S INDEMNITY OBLIGATION SET FORTH IN SUBSECTION A. WILL BE LIMITED TO A FRACTION OF THE TOTAL

DAMAGES EQUIVALENT TO THE COMPANY'S OWN PERCENTAGE OF RESPONSIBILITY.

(4) WITH RESPECT TO THE COMPANY'S DUTY TO DEFEND SET FORTH HEREIN IN SUBSECTION A., THE COMPANY SHALL HAVE THE DUTY, AT ITS SOLE COST AND EXPENSE, THROUGH COUNSEL OF ITS CHOICE, TO LITIGATE, DEFEND, SETTLE OR OTHERWISE ATTEMPT TO RESOLVE ANY CLAIM, LAWSUIT, CAUSE OF ACTION, OR JUDGMENT ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED HOWEVER, THAT THE CITY SHALL HAVE THE RIGHT TO APPROVE THE SELECTION OF COUNSEL BY THE COMPANY AND TO REJECT THE COMPANY'S SELECTION OF COUNSEL AND TO SELECT COUNSEL OF THE CITY'S OWN CHOOSING, IN WHICH INSTANCE, THE COMPANY SHALL BE OBLIGATED TO PAY REASONABLE ATTORNEY FEES AND THE EXPENSES ASSOCIATED THERETO. THE CITY AGREES THAT IT WILL NOT UNREASONABLY WITHHOLD APPROVAL OF COUNSEL SELECTED BY COMPANY, AND FURTHER, THE CITY AGREES TO ACT REASONABLY IN THE SELECTION OF COUNSEL OF ITS OWN CHOOSING.

(5) IN THE EVENT THAT THE COMPANY FAILS OR REFUSES TO PROVIDE A DEFENSE TO ANY CLAIM, LAWSUIT, JUDGMENT, OR CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE CITY SHALL HAVE THE RIGHT TO UNDERTAKE THE DEFENSE, COMPROMISE, OR SETTLEMENT OF ANY SUCH CLAIM, LAWSUIT, JUDGMENT, OR CAUSE OF ACTION, THROUGH COUNSEL OF ITS OWN CHOICE, ON BEHALF OF AND FOR THE ACCOUNT OF, AND AT THE RISK OF THE COMPANY, AND THE COMPANY SHALL BE OBLIGATED TO PAY THE REASONABLE AND NECESSARY COSTS, EXPENSES AND ATTORNEYS' FEES

INCURRED BY THE CITY IN CONNECTION WITH HANDLING THE PROSECUTION OR DEFENSE AND ANY APPEAL(S) RELATED TO SUCH CLAIM, LAWSUIT, JUDGMENT, OR CAUSE OF ACTION.

(6) THE PROVISIONS OF THIS SECTION 7.A. SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

B. The Company shall provide and maintain the minimum insurance coverages set forth below during the term hereof:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance.

2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

3. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

4. Builders Risk coverage as follows:

(a) "All Risk" Builders Risk insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.

(b) The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes the Town of Addison responsible for materials. The deductible shall not exceed \$5,000.

Any contractor(s) hired by the Company to perform work pursuant to or in connection with this Agreement shall maintain insurance coverage equal to that required of the Company. It is the responsibility of the Company to assure compliance with this provision.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form comprehensive general liability endorsement, products/completed operations, XCU hazards, and contractual liability.

With reference to the foregoing insurance requirement, Company shall specifically endorse applicable insurance policies as follows:

1. The Town of Addison shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of The Town of Addison shall be contained in the Workers Compensation, Builders Risk, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that the Town of Addison will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The Town of Addison as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Company may maintain reasonable and customary deductibles, subject to approval by the Town of Addison.

9. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to the City simultaneously with the execution of this License, and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.

Upon request, Company shall furnish the Town of Addison with certified copies of all insurance policies.

8. Termination. Prior to the expiration of the term of this License Agreement, this Agreement shall terminate upon:

A. abandonment of the Cable or discontinuance of use thereof;

B. failure of Company to correct any default hereunder promptly after receipt of notice from the City;

C. upon thirty (30) days' written notice by the City to Company; or

D. upon thirty (30) days' written notice by Company to the City.

Upon the expiration or termination of this Agreement, the Company shall remove the Cable and restore the premises to the City's satisfaction, failing which the City may arrange to do so at Company's expense.

9. Notice. Where the terms of this Agreement require that notice in writing be provided, such notice shall be deemed delivered upon hand-delivery or upon three (3) days following the deposit of the notice in the United States mail, postage prepaid, and sent by certified mail, return receipt requested and properly addressed as follows:

To the City:

5300 Belt Line Road
Dallas, TX 75254

Attn: Director of Public Works

To the Company:

15000 Surveyor Blvd.
Addison, Texas

Attn: Mr. Barry Tiedt

10. Applicable Law; Venue. In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

11. Assignment. The rights granted by this Agreement shall not be assigned, transferred, or otherwise conveyed by the Company without the express prior written consent of the City. Any required consent is to be evidenced by an ordinance or resolution of the City that fully recites the terms and conditions, if any, upon which consent is given.

12. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Company relative to the Cable as described herein and supersedes all prior negotiations, representations and/or agreements, either written or oral.

13. Amendment. This License may not be altered, waived, amended or extended except by an instrument in writing signed by the City and the Company.

14. No Third-Party Beneficiaries. The provisions of this Agreement are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity, except as may be provided for herein.

15. Non-Waiver; Rights Cumulative. The failure by either party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law, in equity, or otherwise.

16. Survival. Any rights and remedies either party may have with respect to the other arising out of the performance of or in connection with this Agreement shall survive the expiration or termination of this Agreement.

17. Relationship. The parties hereto have the relationship only of licensor and licensee, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, joint enterprise, or employment between the parties.

18. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect.

19. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

20. Authority to Execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the City and the Company have executed this License Agreement on the day and year first set forth above.

TOWN OF ADDISON, TEXAS

**BARRETT BURKE WILSON CASTLE
DAFFIN & FRAPPIER, L. L. P.**

By: _____
Ron Whitehead, City Manager

By: _____
Barry Tiedt, Chief Financial Officer

ATTEST:

Its: _____

By: _____
Carmen Moran, City Secretary

[ADD ACKNOWLEDGMENTS]

BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER,
Attorneys and Counselors At Law

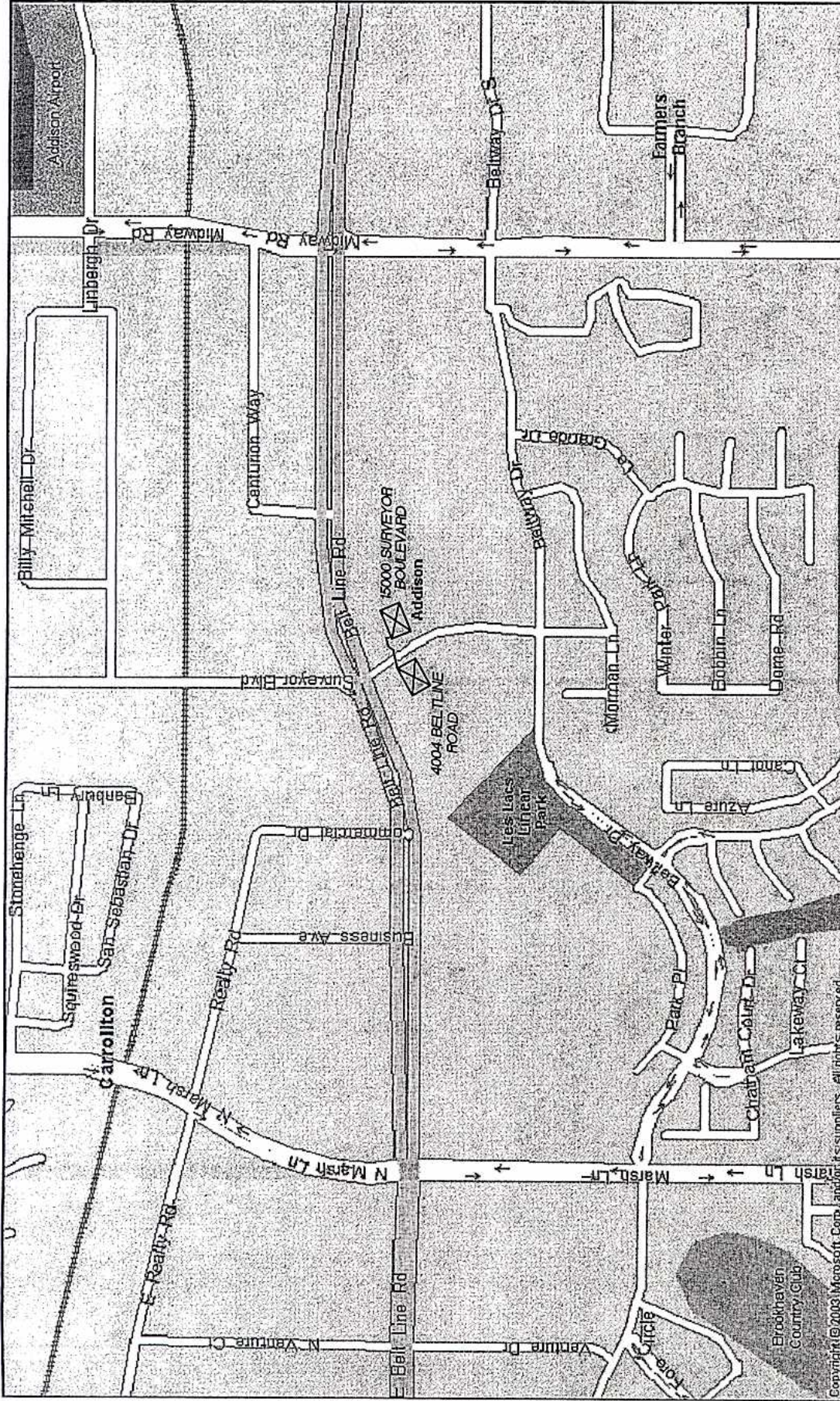
15000 SURVEYOR BOULEVARD
BUILDING TO BUILDING
CONNECT

GENERAL NOTE SPECIFICATIONS FOR THE
CITY OF ADDISON

1. ALL IMPROVEMENTS SUCH AS PAVEMENT, CURB AND GUTTERS, WALKS, DRAINAGE DITCHES, SHRUBS, GRASS SOD, ETC. WILL BE RESTORED TO THEIR ORIGINAL CONDITION OR BETTER.
2. UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM FIELD OBSERVATIONS AND ARE NOT NECESSARILY EXACT. UTILITIES WILL BE VERIFIED IN ADVANCE OF THE WORKING. ANY CHANGES IN ALIGNMENT OR GRADES MAY BE MADE IN CASES OF CONFLICTS.
3. 1. 1/2" DEEP SAW CUTS WILL BE MADE AT LEAST 12" OUTSIDE OF DITCH LINES PRIOR TO REPAIRS TO CURB, SIDEWALKS, PAVEMENT, WALKS AND DRIVES. PAVEMENT, WALKS AND DRIVE RESTORATION WILL BE THE SAME TYPE AS REMOVE. PER CITY OF ADDISON RESTORATION REQUIREMENTS.
4. ALL PAVEMENT, WALKS AND DRIVE CONCRETE REPLACEMENT IS TO BE OF A MIX DESIGN.
5. THE CONSTRUCTION SITE IS TO BE SUITABLY LIGHTED AND BARRICADED AT NIGHT.
6. ALL PAVEMENT CUTS MUST BE A MIN. 36" AND 100% RESTORED WITH A FLOWABLE TYPE BACKFILL, SUCH AS DRAFL, OR CUSTON CRETE'S EXPANDABLE BACKFILL ETC., WITH AN APPROPRIATE COMPRESSION STRENGTH OF 100 P.S.I. EXAMPLES OF CUTS INCLUDE STREETS, DRIVEWAYS, SIDEWALKS, ALLEYS, ETC. ALL CONCRETE PAVEMENT CUT RESTORAL SEAMS MUST BE SEALED WITH HOT ASPHALT MIX.
7. THE FOLLOWING DIVISIONS WITHIN THE CITY OF ADDISON WILL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO CONSTRUCTION SO THAT LOCATES MAY BE MARKED.
WATER/SEWER.....450-2873
LONE STAR GAS.....263-3444
ONE CALL LOCATE, AT&T, MCI, SWB, TELEPORT,
MFS, GTE, WILTEL, TUELECTRIC, TCI, SPRINT 1-800-395-0440
8. UNLESS OTHERWISE NOTED, ALL CONDUIT TO BE BURIED TO A MINIMUM OF 36" COVER, OR AS SPECIFIED.
9. GROUT FILL Voids AROUND ENCLOSURE PIPES, PLACE CONCRETE BULKHEADS AT EACH END OF BORE PIPES.

DESIGN BY:

FUTURE TELECOM



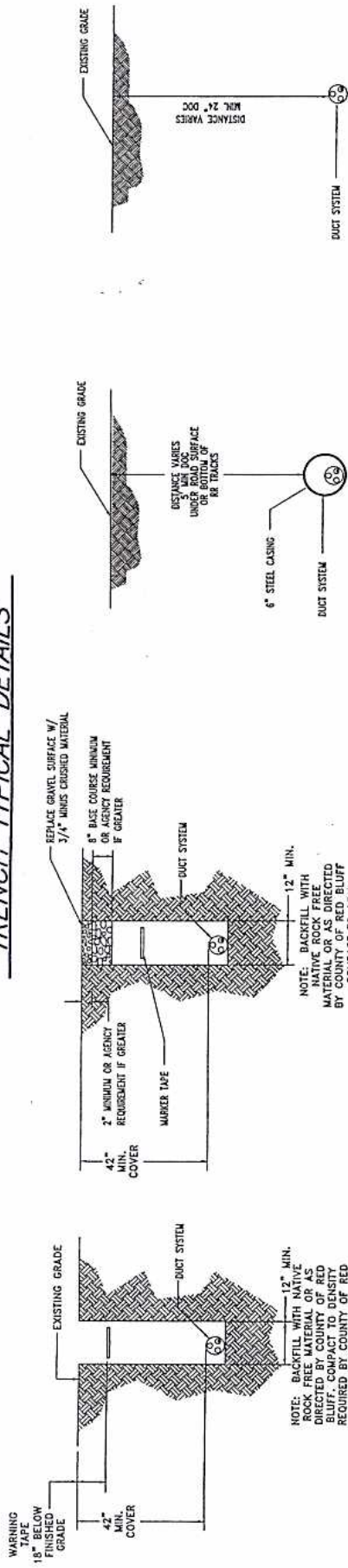
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15000 SURVEYOR BOULEVARD
BUILDING TO BUILDING
CONNECT

BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER,
Attorneys and Counselors At Law



TRENCH TYPICAL DETAILS

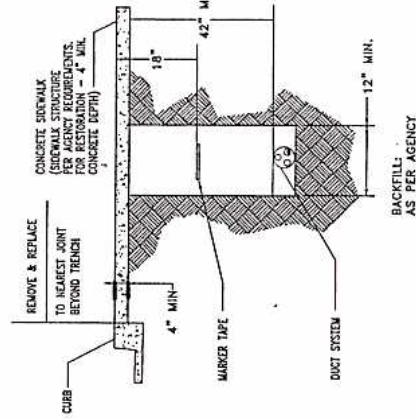


TYPICAL TRENCH IN EARTH
N.T.S.

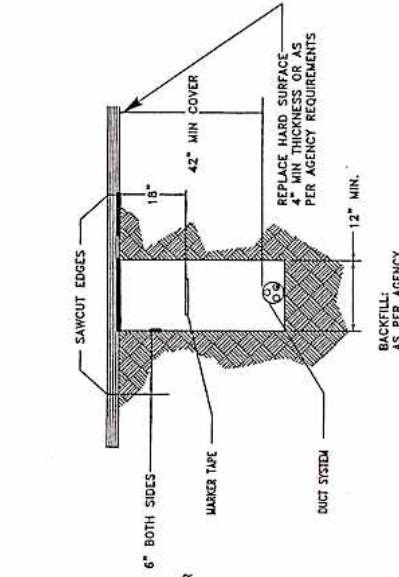
TYPICAL TRENCH IN GRAVEL
N.T.S.

TYPICAL JACK AND BORE
N.T.S.

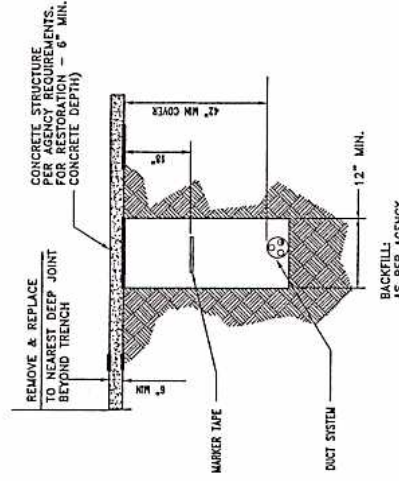
TYPICAL DIRECTIONAL BORE
N.T.S.



CONCRETE SIDEWALK RESTORATION
N.T.S.

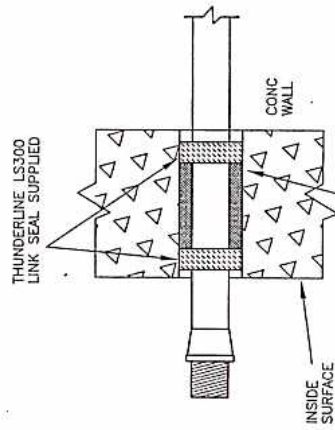
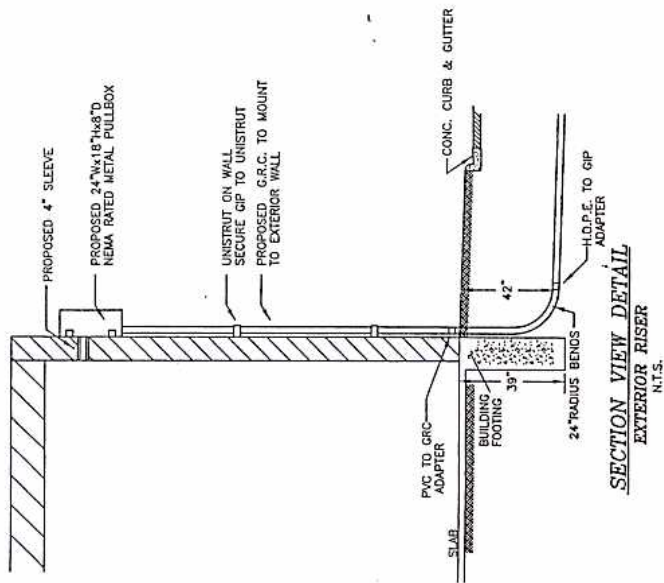


ASPHALT PAVEMENT RESTORATION
N.T.S.

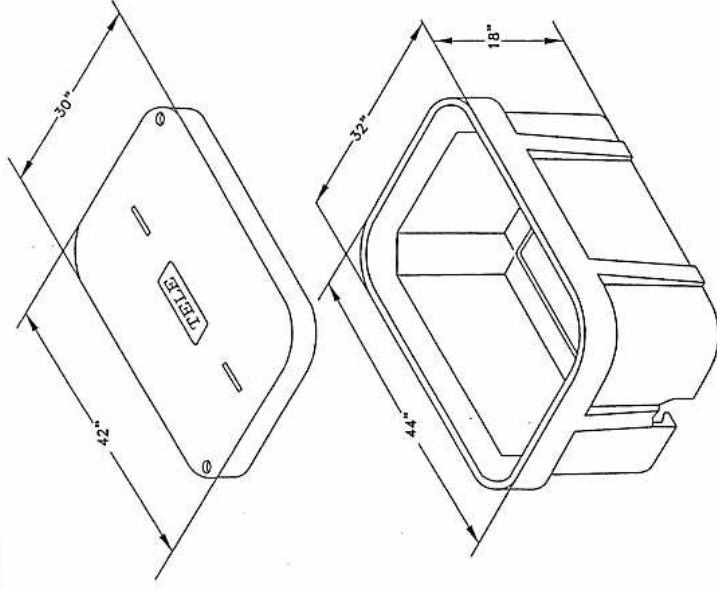


CONCRETE PAVEMENT RESTORATION
N.T.S.

RISER/HANDHOLE TYPICAL DETAILS

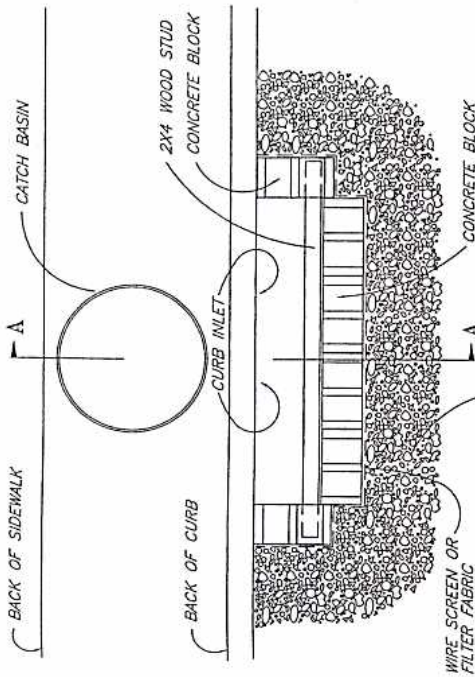


CONCRETE FLOOR OR WALL PENETRATION DETAIL
NOT TO SCALE

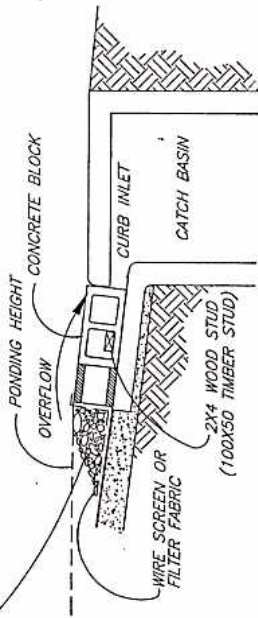


30" x 42" x 18" PRE-CAST
QUAZITE HANDHOLE

INLET SEDIMENT BARRIER DETAILS



PLAN VIEW

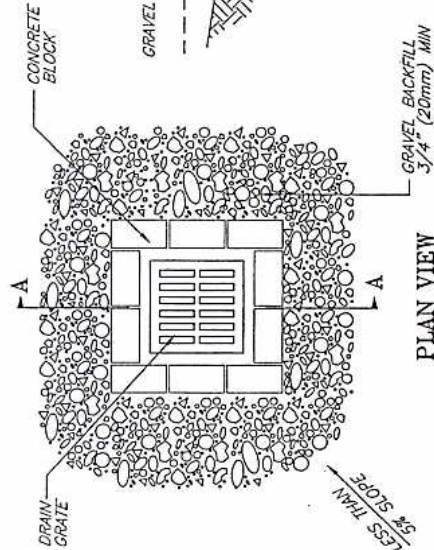


SECTION A - A

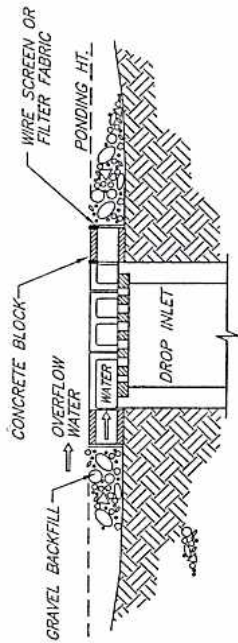
NOTES:

1. USE BLOCK AND GRAVEL TYPE SEDIMENT BARRIER WHEN CURB INLET IS LOCATED IN GENTLY SLOPING STREET SEGMENT, WHERE WATER CAN FLOW AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
2. BARRIER SHALL ALLOW FOR OVERFLOW FROM SEVERE STORM EVENT.
3. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.

CURB INLET SEDIMENT BARRIER (BLOCK & GRAVEL)



PLAN VIEW



SECTION A - A

BLOCK AND GRAVEL DROP INLET SEDIMENT BARRIER

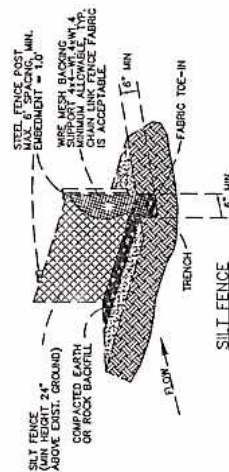
CONSTRUCTION NOTES - SILT FENCE

1. Posts which support the silt fence shall be installed on a slight angle toward the anticipated runoff source. The post must be embedded a minimum of 18 inches.
2. The toe of the silt fence shall be trenched in with a spade or mechanical trencher, so that the downslope face of the trench is flat and perpendicular to the line of flow. Where fence cannot be trenched in (e.g. pavement), weight fabric flap with washed gravel on the uphill side to prevent flow under fence.
3. The trench must be a minimum of 6 inches deep and 6 inches wide to allow for the silt fence fabric to be laid in the ground and backfilled with compacted material.
4. Silt fence shall be securely fastened to each support post or to woven wire, which is in turn attached to the support post. There shall be a 6 inch double overlap, securely fastened where ends of fabric meet.
5. Inspection shall be made weekly or after each rainfall. Repair or replacement shall be made promptly as needed.
6. Silt fence shall be removed when the site is completely stabilized so as not to block or impede storm flow or drainage.
7. Accumulated silt shall be removed when it reaches a depth of 6 inches. The silt shall be disposed of at an approved site and in such a manner as to not contribute to additional siltation.

Legend

- ~ Phase 1 (Hay Bales or Silt Fence)
- ~ Phase 2 (Hay Bales)
- ~ Phase 3 (Hay Bales or Silt Fence)

Silt Fences shall be rated at 150 gpm/ft.



EROSION CONTROL GENERAL NOTES

THE CONTRACTOR IS RESPONSIBLE FOR PREPARING AND IMPLEMENTING AN EROSION, SEDIMENT AND POLLUTION PREVENTION PLAN IN ACCORDANCE WITH THE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. THE CONTRACTOR SHALL SUBMIT THE EROSION, SEDIMENT AND POLLUTION PREVENTION PLAN TO THE CITY OF ADDISON FOR REVIEW AND APPROVAL. THE PLAN SHALL BE LIMITED TO SUBMITTAL OF AN NOTICE OF INTENT (NOI) TO THE EPA, DRAWING SHOWING EROSION CONTROL MEASURES, SPILL PREVENTION PLAN AND OTHER ITEMS REQUIRED TO COMPLY WITH NPDES REQUIREMENTS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL DURING CONSTRUCTION AND FOR OBTAINING ANY REQUIRED CONSTRUCTION RELATED DRAINAGE PERMITS OR MAKING ANY CONSTRUCTION RELATED NOTIFICATIONS. AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPP3) SHALL BE RETAINED BY THE CONTRACTOR AND MADE A PART OF THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL PROVIDE INSPECTION RECORDS, ORIGINAL PLANS AND MODIFIED PLANS TO THE OWNER AT CONTRACT CLOSE-OUT.

TEMPORARY STORM DRAINAGE AND/OR EROSION CONTROL MATERIAL SHALL BE SUITABLE FOR THIS APPLICATION AND SHALL BE INSTALLED WITH THE PROPER TECHNIQUES BY THE CONTRACTOR AS REQUIRED BY THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. TEMPORARY STORM DRAINAGE AND/OR EROSION CONTROL MATERIAL SHALL BE REMOVED BY THE CONTRACTOR AND ANY EXCAVATIONS BACK FILLED BY THE CONTRACTOR IN ACCORDANCE WITH NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION WHEN TEMPORARY EROSION CONTROL DEVICES ARE NO LONGER NEEDED AS DETERMINED BY THE OWNER. MAINTENANCE OF THE PERMANENT EROSION CONTROL MEASURES AT THE SITE WILL BE ASSUMED BY THE OWNER AT CONTRACT CLOSE-OUT AND ACCEPTANCE OF THE WORK.

IT IS THE INTENT OF THE INFORMATION PROVIDED ON THESE DOCUMENTS TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPP3) FOR THIS PROJECT TO ESTABLISH A BASIS OF COMPLIANCE WITH FEDERAL REGULATIONS. THE STORM WATER POLLUTION PREVENTION PLAN (SWPP3) TO BE USED BY THE CONTRACTOR SHALL MEET THE CURRENT REQUIREMENTS SET FORTH IN THE EROSION CONTROL PREVENTION AGENCY'S NPDES GENERAL PERMITS FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES.

THE STORM WATER POLLUTION PREVENTION PLAN (SWPP3) SHALL ADDRESS THREE GOALS: DIVERSION OF UP-SLOPE WATER AROUND DISTURBED AREAS OF THE SITE; LIMIT THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND REMOVAL OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.

THE CONTRACTOR SHALL MAKE THE STORM WATER PREVENTION PLAN (SWPP3) AVAILABLE, UPON REQUEST, TO THE EPA.

THE CONTRACTOR MUST AMEND THE STORM WATER POLLUTION PLAN (SWPP3) WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE SWPP3, OR WHEN THE EXISTING SWPP3 PROVES INEFFECTIVE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF THE LAW. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.

THE CONTRACTOR SHALL INSPECT STABILIZATION AND EROSION CONTROL MEASURES AT A MINIMUM OF ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5-INCHES. THE CONTRACTOR SHALL REPAIR INADEQUACIES REVEALED BY THE INSPECTION WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.

ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE POLLUTION PREVENTION PLAN.

THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES SHALL INCLUDE, BUT NOT BE LIMITED TO: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR; REGULAR COLLECTION OF WASTES; CONVENIENTLY LOCATED WASTE RECEIPTALCES; AND DESIGNATING AND CONTROLLING EQUIPMENT WASHDOWN.

BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED BY THE CONTRACTOR IN A MANNER ACCEPTABLE TO THE OWNER.

ALL NON-PAVED AREAS SHALL BE SEEDED AND MULCHED WITH EROSION PROTECTION GRASS BY THE CONTRACTOR IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY OWNER.

THE CONTRACTOR SHALL CONSTRUCT A SILT FENCE AT ALL LOCATIONS SHOWN ALL PLANS AND ALL BORROW AND STOCK PILE AREAS. THE SILT FENCE SHALL BE CONSTRUCTED AS DETAILED ON THIS PLAN. THE CONTRACTOR SHALL REMOVE ACCUMULATED SILT WHEN IT REACHES A DEPTH OF 6-INCHES. THE CONTRACTOR SHALL DISPOSE OF THE REMOVED SILT IN A LOCATION APPROVED BY THE OWNER AND IN SUCH A MANNER AS NOT TO CONTRIBUTE TO EROSION AND SEDIMENTATION. THE CONTRACTOR SHALL REMOVE THE SILT FENCE WHEN THE SITE IS COMPLETELY STABILIZED AND APPROVED BY THE OWNER SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.

THE CONTRACTOR SHALL DISGAVATE MATERIAL AND EQUIPMENT STORAGE AREAS MUTUALLY AGREED TO BY THE OWNER. THE STORAGE AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE AND THE SURFACE STABILIZED WITH A MINIMUM OF 2-INCHES OF COMPACTED FLEX BASE ON 6-INCHES OF SCARIFIED AND RECOMPACTED SUB GRADE BY THE CONTRACTOR. A SILT FENCE SHALL BE INSTALLED BY THE CONTRACTOR AROUND THE STORAGE AREAS TO PREVENT ERODED MATERIAL FROM LEAVING THE SITE.

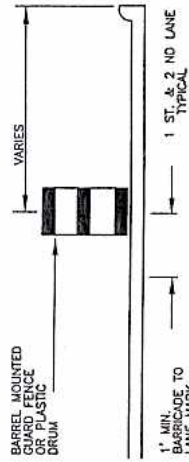
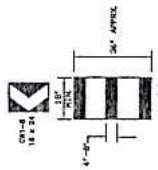
ALL INLETS (ONSITE AND OFFSITE) RECEIVING DRAINAGE WATER FROM DISTURBED AREAS SHALL BE PROTECTED BY THE CONTRACTOR AS SHOWN OR BY OTHER OWNER AND CITY APPROVED METHODS TO PREVENT ERODED MATERIAL FROM BEING TRANSPORTED INTO INLETS. THE INLET PROTECTION SHALL BE CONSTRUCTED AS SHOWN ON THESE PLANS.

ROCK RIP-RAP, IF USED IN AND AROUND DRAINAGE STRUCTURES, SHALL CONFORM TO THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES (1993 "BLUE BOOK") ITEM 132 WITH REGARDS TO SPECIFICATION MATERIALS. UNLESS OTHERWISE SPECIFIED OTHERWISE ON THE PLANS, ROCK RIP-RAP SHALL BE WELL GRADED DRY STONE. THE RIP-RAP SHALL BE PLACED IN A LAYER WITH A DEPTH OF AT LEAST 2 FEET. THE CONTRACTOR SHALL PLACE NON-WOVEN FILTER FABRIC UNDER THE ROCK RIP-RAP. THE NON-WOVEN FILTER FABRIC SHALL BE MIRAFL, INC. 1100N OR AND OWNER APPROVED EQUAL.

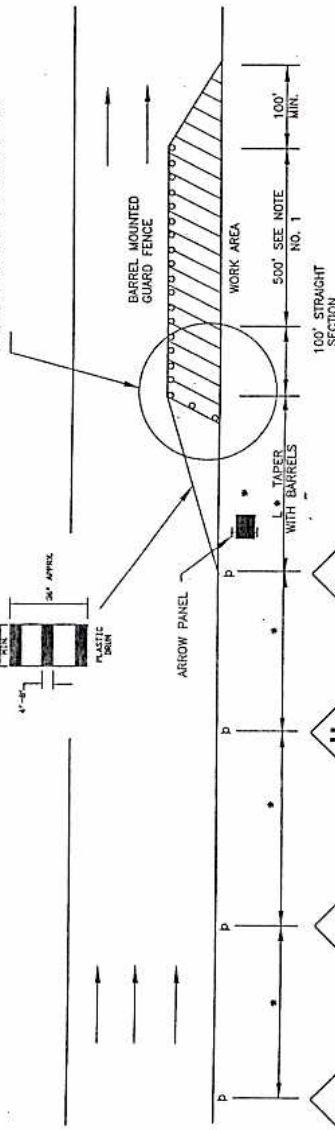
THIS PROJECT COMPLIES WITH THE CITY OF ADDISON FRANCHISE UTILITY EROSION CONTROL PLAN, FRANCHISE UTILITY PLAN ECP#1 AND ECP#2 FILED WITH THE CITY OF ADDISON.

TRAFFIC CONTROL TYPICAL DETAILS

SEE STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION DETAIL
SHEET (BDMF)-88 MOD. FOR
CONSTRUCTION PLANS OF GUARD FENCE



DESIGN SPEED * M.P.H.



LANE CLOSURE MAINTAINED AHEAD OF
CONSTRUCTION WITH BARRELS PROVIDING
INGRESS AND EGRESS TO WORK AREA
WITHOUT DISRUPTION OF TRAFFIC
LENGTH OF CLOSURE IS TO BE DETERMINED
BY CITY ENGINEER

TYPICAL SIGNAGE AND BARRICADEING
REQUIREMENTS FOR SINGLE LANE
CLOSURE PER WORK AREA

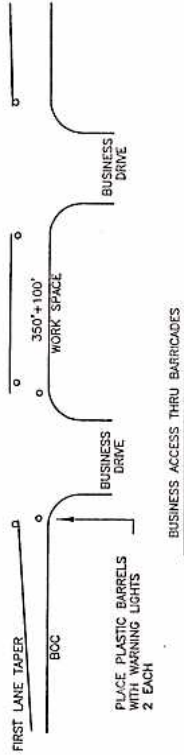
TYPICAL TRANSITION LENGTH AND
SUGGESTED MAXIMUM SPACING OF DEVICES.

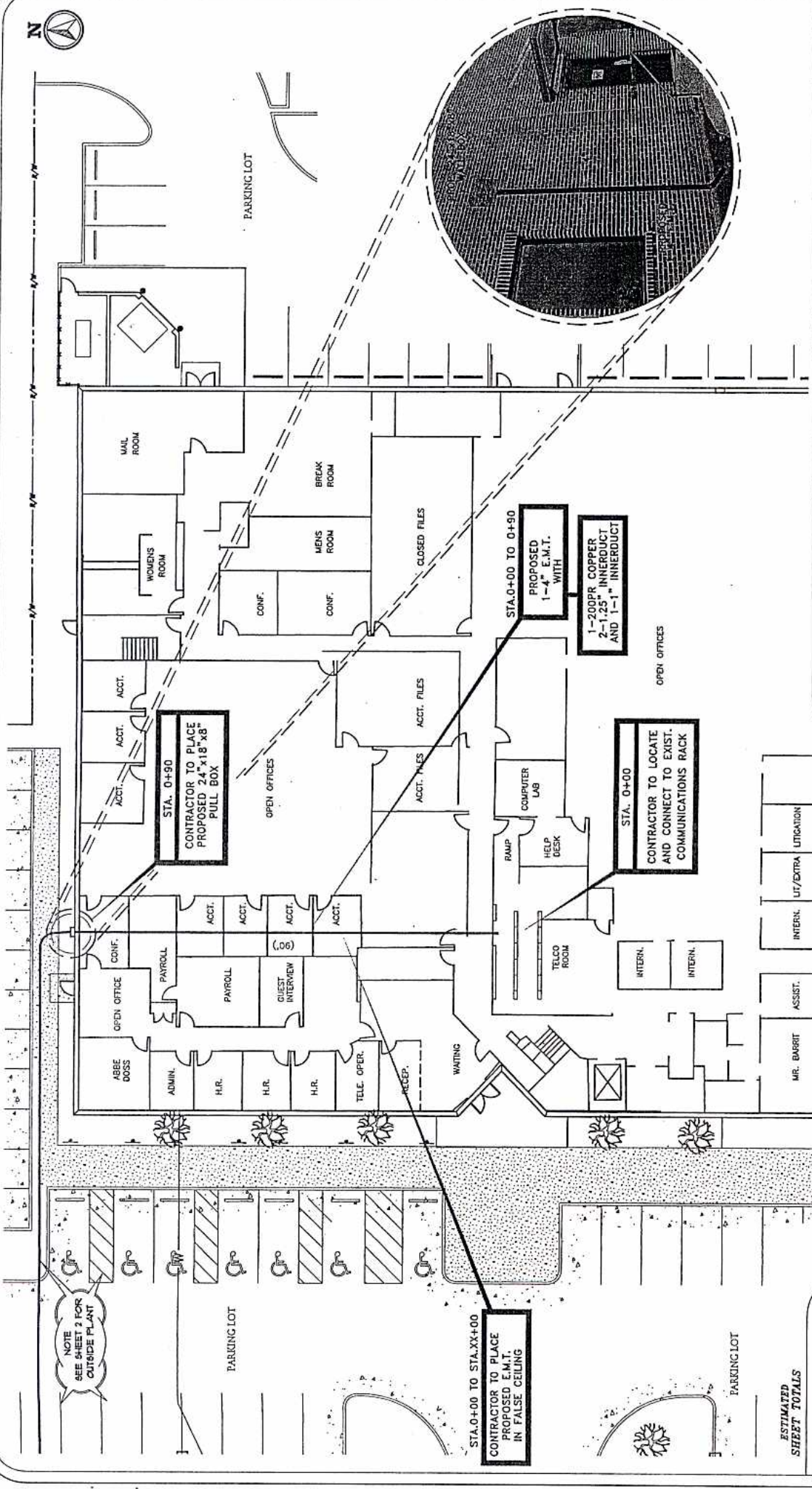
POSTED SPEED (MPH)	FORMULA	MINIMUM DESIRABLE TAPER LENGTHS #				SUGGESTED MAXIMUM SPACING OF DEVICE	
		10' OFFSET	11' OFFSET	12' OFFSET	ON A TAPER	ON A TANGENT	
20	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'-75'	
25		205'	225'	245'	35'	70'-90'	
30		265'	295'	320'	40'	80'-100'	
35	$L = WS$	450'	485'	540'	45'	90'-110'	
40		500'	550'	600'	50'	100'-125'	
45		550'	605'	660'	55'	110'-140'	
50	$L = WS$	600'	660'	720'	60'	120'-150'	
55		650'	715'	780'	65'	130'-175'	
60		700'	770'	840'	70'	140'-180'	

* 85TH PERCENTILE SPEED MAY BE USED ON ROADS WHERE
TRAFFIC SPEED NORMALLY EXCEEDS THE POSTED SPEED LIMITS.
TAPER LENGTHS HAVE BEEN ROUNDED OFF.
L = LENGTH OF TAPER (FT.) W = WIDTH OF OFFSET (FT.)
S = POSTED SPEED (MPH)

GUIDELINES FOR LENGTH OF LONGITUDINAL
BUFFER SPACE

POSTED SPEED * (MPH)	LENGTH (METERS)	LENGTH (FEET)
20	11	35
25	17	55
30	26	85
35	36	120
40	51	170
45	66	220
50	84	280
55	101	335





15000 SURVEYOR BOULEVARD
BUILDING TO BUILDING
CONNECT

DATE	SCALE	SHEET	FT JOB #
05-10-04	1"=20'	1	04030

FUTURE TELECOM

1-4" E.M.T.
2-1.25" INNERDUCT
1-1" INNERDUCT
200PR COPPER



TYPICAL FACILITY DETAIL

1-4" H.D.P.E. & 2-1.25" INNER.
1-4" INNER, 200PR COPPER

ESTIMATED
SHEET TOTALS

ITEM	
TRENCH	
BORE	
12" ENCAS. PIPE	
3.5'x2.5'x1.5' HH	
24"x18"x8 PULL BOX	1
4" PVC	
E.M.T. TOTAL	90'
WARRERS	

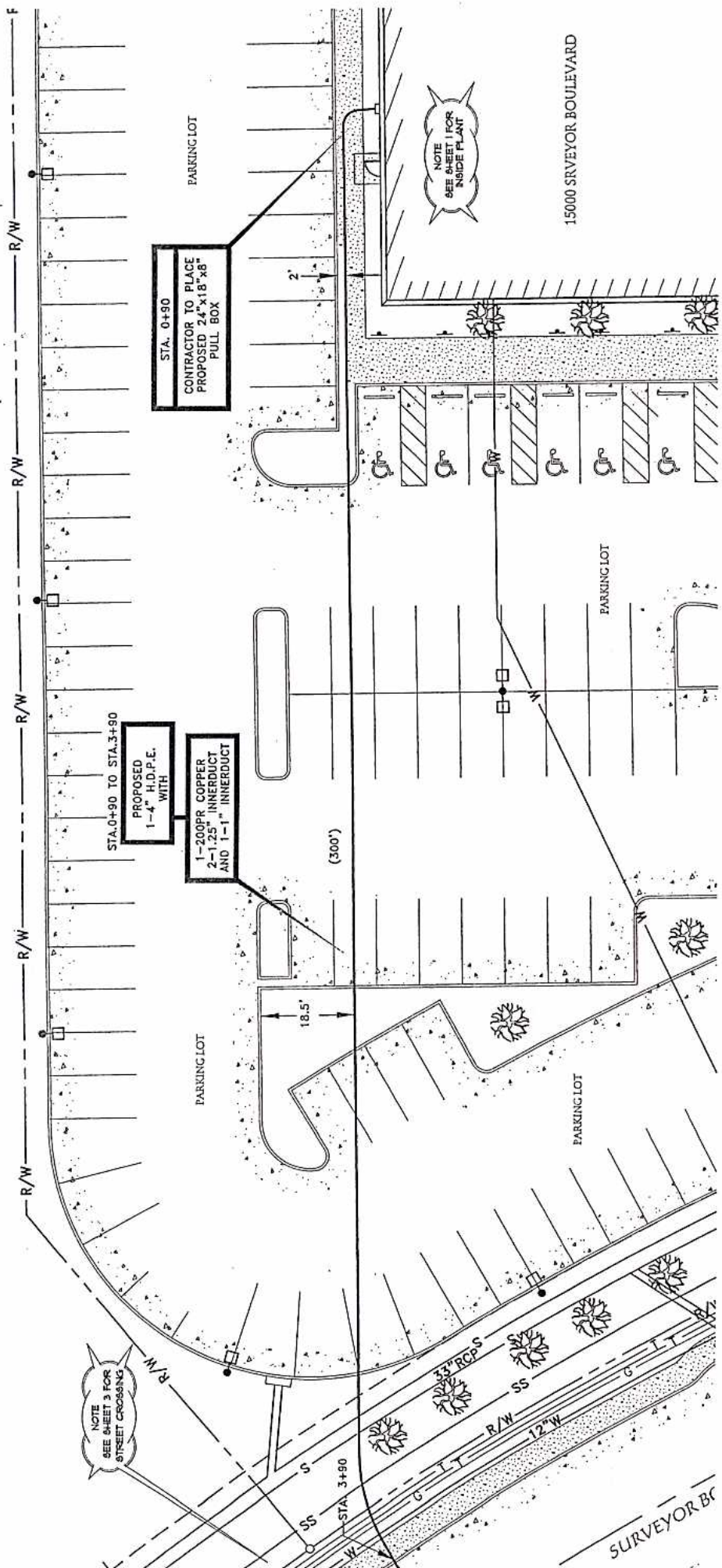
NOTE

UTILITY & C.U.M. REPRESENTED ON
PLAN ON BASIS OF RECORD.
NOT ON EIGHTH STREET
& FIELD EXPOSURE.

NOTE
SEE SHEET 3 FOR
STREET CROSSING

CAUTION

CONTRACTOR TO LOCATE &
VERIFY ALL EXISTING UTILITIES
PRIOR TO CONSTRUCTION



NOTE FOR
SEE SHEET FOR
INSIDE PLANT

15000 SURVEYOR BOULEVARD

PROJECT TITLE:

15000 SURVEYOR BOULEVARD
BUILDING TO BUILDING
CONNECT

BARRETT BURKE WILSON CASTLE DAFIN & FRAPPIER,
Attorneys and Counselors At Law

DATE	SCALE	SHEET	FT JOB #
05-10-04	1"=20'	2	04030

FUTURE TELEPHONE



TYPICAL FACILITY DETAIL
1-4" H.D.P.E. 2-1.25" INNERDUCT
& 1-1" INNER 200PR COPPER

ESTIMATED SHEET TOTALS

ITEM	300'
TRENCH	
BORE	
12" ENCLAS. PIPE	
3.5"x2.5"x1.5" HH	
24"x18"x8" TALL BOX	1
4" PVC	
H.D.P.E. TOTAL	300'
MARKERS	

NOTE

UTILITY & R.O.W. REPRESENTED ON
PLANS ARE BASED ON RECORDS.
NOT ON BOUNDARY SURVEY
& FIELD EXPOSURE.

CAUTION:

CONTRACTOR TO LOCATE &
VERIFY ALL EXISTING UTILITIES
PRIOR TO CONSTRUCTION

NOTE
SEE SHEET 1 FOR
SURVEYOR BLVD.
PROFILE

NOTE
SEE SHEET 3 FOR
ON-SITE BUILD

SURVEYOR BOULEVARD

PARKING LOT

STA. 5+25
CONTRACTOR TO PLACE
PROPOSED HANDHOLE
2.5'x3.0'x1.5' HH#

STA. 3+90 TO STA. 5+25
PROPOSED
1-4" H.D.P.E.
WITH

1-200PR COPPER
2-1.25" INNERDUCT
AND 1-1" INNERDUCT

NOTE
SEE SHEET 5 FOR
INSIDE PLAN

4004 BELTLINE ROAD

OVERHEAD
ENTRANCE

TYPICAL FACILITY DETAIL
1-4" H.D.P.E. 2-1.25" INNER
& 1-1" INNER, 200PR COPPER

ESTIMATED
SHEET TOTALS

ITEM	135'
TRENCH	
ROPE	
12" ENCLAS. PIPE	
3.5'x2.5'x1.5' HH	1
24"x24"x8" PULL BOX	
4" PVC	
H.D.P.E. TOTAL	135'
MARKERS	

FUTURE TELECOM

PROJECT TITLE:

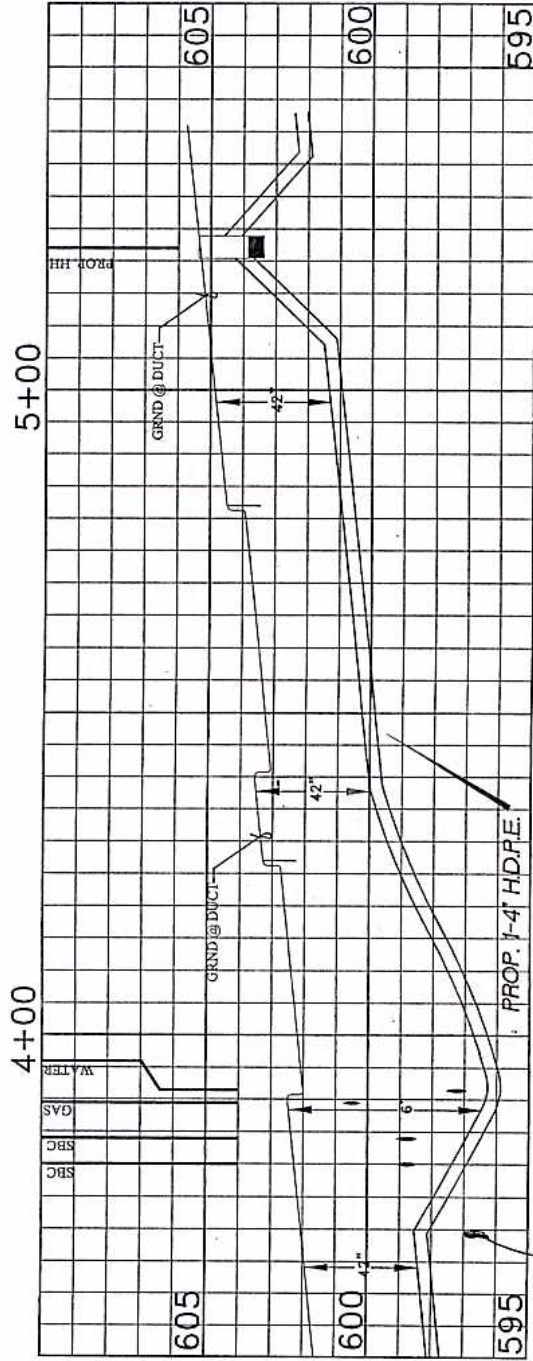
15000 SURVEYOR BOULEVARD
BUILDING TO BUILDING
CONNECT

BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER,
Attorneys and Counselors At Law

DATE	SCALE	SHEET	FT JOB #
05-10-04	1"=20'	3	04030

NOTE

UTILITY & P.O.W. REPRESENTED ON
PLANS ARE BASED ON RECORDS.
NOT ON BOUNDARY SURVEY
& FIELD EXPOSURE.



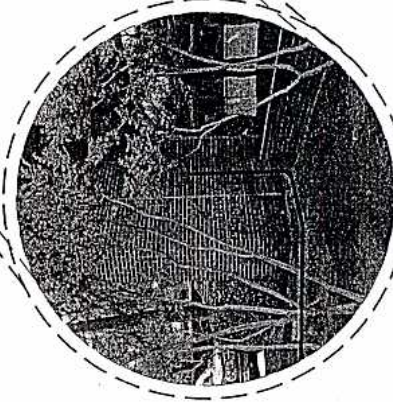
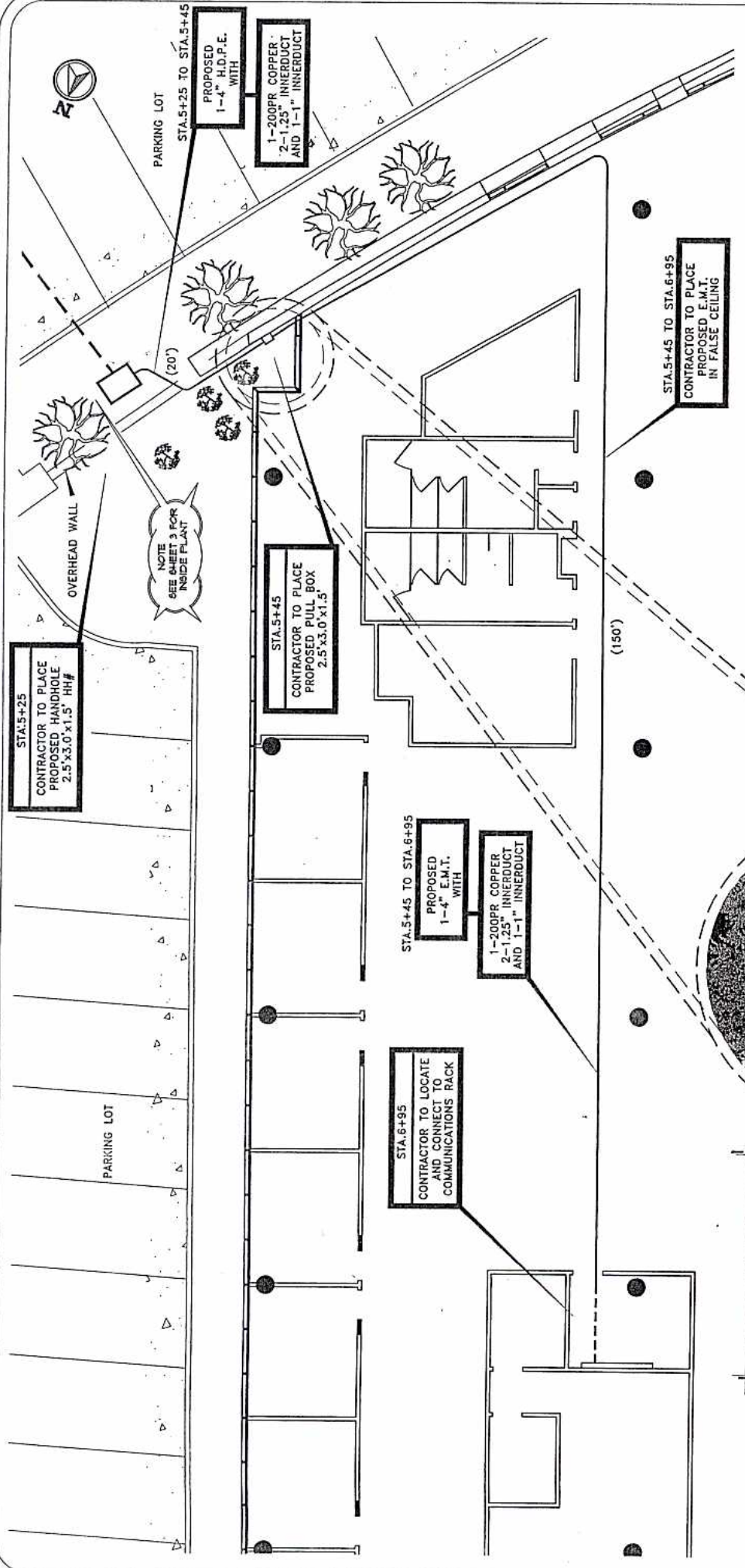
SURVEY BOULEVARD PROFILE

PROJECT TITLE:

15000 SURVEYOR BOULEVARD
BUILDING TO BUILDING
CONNECT

BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER,
Attorneys and Counselors At Law

DATE	SCALE	SHEET	FT JOB #
05-10-04	1"=20'	4	04030



CAUTION:
 CONTRACTOR TO NOTIFY BUILDING
 MANAGEMENT 24HRS PRIOR TO
 CONSTRUCTION. MANAGEMENT WILL
 REMOVE EXISTING GLASS WINDOW
 FOR CONSTRUCTION

ESTIMATED SHEET TOTALS

ITEM	20'
TRENCH	
BORE	
12" ENCL. PIPE	
3.5'x2.5'x1.5' HH	1
2.5'x3.0'x1.5' PULL BOX	
E.M.T. TOTAL	150'
H.D.P.E. TOTAL	20'
MARKERS	

1-4" H.D.P.E.
 2-1.25" INNERDUCT
 1-1" INNERDUCT
 200PR COPPER
 TYPICAL FACILITY DETAIL
 1-4" H.D.P.E. & 2-1.25" INNER
 & 1-1" INNER 200PR COPPER

FUTURE TELECOM

PROJECT TITLE:
 15000 SURVEYOR BOULEVARD
 BUILDING TO BUILDING
 CONNECT

BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER,
 Attorneys and Counselors At Law

DATE	SCALE	SHEET	FT. JOB #
05-10-04	1"=10'	5	04030



DALLAS COUNTY
COMMISSIONERS COURT ADMINISTRATION
DEPARTMENT OF PLANNING AND DEVELOPMENT

#R12-1

May 20, 2004

Mr. Ron Whitehead
City Manager
Town of Addison
P.O. Box 9010
Addison, TX 75001

RECEIVED
MAY 24 2004
CITY MANAGER

Dear Mr. Whitehead:

HUD's Community Development Block Grant (CDBG) program is the nation's primary urban assistance program. It is a flexible program, and its funds can be used to reconstruct roads, replace water lines, install sidewalks, provide code enforcement, develop parks, improve drainage, promote economic development, and facilitate homeownership if the projects either principally benefit low/moderate income people, eliminate blight, or eliminate a community-threatening condition.

In FY88, with the help of thirteen cities who entered into three-year cooperation agreements with it, Dallas County was able to qualify for this program. As a result of this cooperation, Dallas County has been since able to receive and direct over \$30.5 million into these cities using a formula that provides each city with an award that it is free to use for any eligible project.

HUD has recently informed Dallas County that it may allow cities not presently participating in the program to join. If the Town of Addison elects to join at this time, funding would be become available October 1, 2005. Funds could be used for any eligible project of the City's determination.

Please note that if Addison does not wish to actually receive CDBG funding or if it does not believe that it will have any eligible projects, we would still welcome your City's formal participation since it will increase the amount of funding that HUD will provide. University Park, for instance, has always participated in this manner (i.e., it enters into the agreement needed for program participation, but it always declines its funding award so that it can be reallocated to the remaining cities), and its participation has provided the program with an additional \$3 million of assistance.

A copy of the cooperative agreement that HUD requires for a city's participation is enclosed for your review as is some material on the County's CDBG program. We apologize for the tight schedule that HUD has established, but if Addison is *preliminarily* interested in participating in this program, please simply submit a letter indicating your City's *preliminary* interest to our office by June 10, 2004.

Page 2 of 2

Once your City has formally determined that it does indeed want to participate in the program, the enclosed agreement will then need to be executed by your City and returned to us, along with an accompanying authorization resolution, by June 30.

Addison's consideration of the County's CDBG program is greatly appreciated. If I can answer any other questions that you may have or if I can provide additional information on the County's CDBG program, please do not hesitate to call me at (214) 653-7601.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rick Loessberg".

Rick Loessberg
Director of Planning & Development

enclosures



DALLAS COUNTY
COMMISSIONERS COURT ADMINISTRATION
Community Development Block Grant

March 25, 2004

TO: Commissioners Court

THROUGH: Rick Loessberg, Director of Planning & Development *RL*

FROM: Kim D. Nobles, Community Development Administrator *KDN*

SUBJECT: FY2004 CDBG/HOME Allocation Process

BACKGROUND

Dallas County has participated in the CDBG program since 1988. Under this program, the County receives federal funding which can be used to undertake a wide variety of code, capital improvement, housing, and social service activities in the County's unincorporated area and in thirteen of its smaller cities. By virtue of participating in the CDBG program, the County also receives HOME funding (which can only be used for such housing-related activities as rehabilitation, new construction, and upfront cost assistance).

HUD has recently informed staff that the County will be receiving \$2,300,282 in FY2004 CDBG assistance and \$696,933 in FY2004 HOME assistance; collectively, these amounts are about \$13,126 higher than what the County received for FY2003. In addition, the County also has \$72,100 remaining in unspent administrative funds from prior years that can be re-allocated among the CDBG program participants.

IMPACT ON OPERATIONS

Under the County's CDBG program, HOME/CDBG funds are first allocated for the program's administrative expenses and for consortium-wide projects like the Home Loan Counseling Center; these allocations cover the County's cost of operating the CDBG program and typically account for about one-third of the program's total funding. The remaining funds are then allocated to each participating city and to the County's unincorporated area using a formula that takes into account each entity's low/moderate income population and total population. Each entity then determines how it wishes to utilize this funding, and depending upon the entity's preference, these projects are principally implemented by the County, the entity, or some combination of the two.

Page 2 of 4

The County typically only reviews proposed projects to ensure that they are eligible under HUD's regulations. However, because of the adverse impact that a large number of small projects can have on the program's ability to meet HUD's annual spending requirements, staff has been allowed in the past to require cities to revise their proposed list of projects (if necessary) so that larger projects would be undertaken. To further emphasize and clarify the importance of having larger projects, staff would also like to continue to require that all projects other than code enforcement have budgets of at least \$30,000 and to be able to strongly encourage cities that already have partially-funded CDBG projects to either finish funding these projects or to continue allocating funding to them before they begin funding new activities.

HUD regulations also require the County to establish annual program objectives for the CDBG program. For the past several years, the County has required that CDBG projects meet at least one of the six objectives listed below, and for the County's FY2004 funding, staff would propose that these objectives continue to be utilized:

- Promote low/moderate income homeownership;
- Eliminate community-threatening conditions;
- Provide for ADA-accessibility;
- Improve the local economies of communities with limited tax bases, limited growth, and/or high unemployment;
- Improve/maintain existing low/moderate income neighborhoods; and
- Provide for orderly growth.

IMPACT ON FINANCE

A total of \$3,069,315 is available from the County's FY2004 CDBG/HOME awards and from unexpended carry-over. It is proposed that \$1,041,042 of this total amount be allocated in the following manner:

General Administration	\$ 187,000
Housing Rehab/Replacement Admin	\$ 140,000
CDBG Project Engineer	\$ 115,000
CHDO Activities	\$ 105,000*
Home Loan Counseling Center	\$ 345,042
Indirect Costs	\$ 69,000
CDBG Construction Inspector	<u>\$ 80,000</u>
TOTAL	\$1,041,042

** This allocation is required under federal law and is equivalent to 15% of the County's total HOME award; this \$105,000 must be provided to special housing non-profits (CHDO--community housing development organizations) for use in acquiring, rehabilitating, or producing affordable housing.*

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In reviewing these proposed allocations, please note that this \$1,041,042 total is about \$58,400 higher than last year's figure. No new staffing is associated with any of these various administrative/service-delivery budgets. Detailed line-item budgets for the Counseling Center, the CDBG Engineer, Housing Rehab/Replacement Administration, CDBG Construction Inspector and General Administration will be developed and presented to the Court for review later this summer.

With the County now operating a replacement housing program instead of a housing rehab program, it is also proposed that the \$591,933 in HOME funding that is available after the required \$105,000 has been set aside for CHDOs be allocated for housing replacement; this funding will be available to build replacement housing in any of the CDBG program's thirteen cities.

Please note that no additional funding is being requested by the County's Home Loan Counseling Center for its upfront cost program; the Counseling Center reports that it still has about \$461,188 remaining from prior year allocations.

After setting aside funding for the aforementioned administrative expenses and consortium-wide programs, a total of \$1,436,340 is available from the CDBG funds for the County's unincorporated area and for participating CDBG cities; this amount is about \$138,767 less than what was available last year.

Using the County's CDBG allocation formula, the proposed FY2004 CDBG allocation awards are as follows:

Sachse	\$ 55,299	Wilmer	\$119,575
Cockrell Hill	\$135,735	Hutchins	\$118,139
Glenn Heights	\$ 83,667	Rowlett	\$107,367
Cedar Hill	\$108,085	Lancaster	\$123,885
Farmers Branch	\$108,802	Seagoville	\$109,162
Duncanville	\$118,498	University Park	*
Balch Springs	\$134,298	Unincorporated	\$113,828

**University Park has again returned its award so that it can be redistributed among the other participating entities.*

In reviewing these amounts, please note that they are generally about \$5,000-\$10,000 smaller than what most cities received last year; however, for cities like Seagoville, Cockrell Hill and Wilmer, they are about \$17,000-\$28,000 smaller.

PROJECT SCHEDULE

Application materials will be provided to each city by April 16, 2004, and the cities will then be given until 4:00 p.m. on June 25 to notify the County of how they wish to utilize this funding (such a schedule is similar to what has been traditionally provided). If no notification is received by June 25,

Page 4 of 4

it will be assumed that the entity is not interested in utilizing its award. So that no city inadvertently lets its award revert back to the program, staff will contact each city about two weeks before June 25 to remind them of the upcoming deadline. To help encourage public input, the County will hold a public hearing in May and in July, and the participating cities will be required to conduct at least one public hearing before submitting their project proposals to the County.

Once staff has had the opportunity to review the eligibility of the requested projects, the Court will be briefed on the proposed activities, including how the County's \$113,828 unincorporated area allocation will be utilized. Final decisions regarding projects that will be using FY2004 funding have to be made and submitted to HUD no later than August 13. Once approved by HUD, these projects can then begin operation as soon as October 1, 2004.

RECOMMENDATION

It is recommended that the proposed FY2004 CDBG objectives, allocations, and project review process be approved.

Recommended by:

J. Allen Clemson, Administrator

cc: CDBG cities
CDBG staff
Ryan Brown, Budget Officer
Virginia Porter, Auditor
Don Holzwarth, Public Works Director



INSTRUCTIONS FOR DEVELOPMENT OF FY2004 DALLAS COUNTY CDBG PROJECTS

APPLICATION DEADLINE: *June 25, 2004, Friday, 4:00 p.m.*

- (1) Cities may use their CDBG funds to undertake a wide variety of activities (e.g. - reconstructing roads, installing water lines, building playgrounds, demolishing substandard structures, making buildings ADA-accessible, etc.) as long as the project meets one of the three following national objectives:

- eliminate blight
- eliminate a community-threatening condition
- principally benefit low/moderate income people

In order to meet the blight elimination objective, a city must formally designate the geographic area in which the blight elimination activity will occur as "blighted." The elimination of a community-threatening condition occurs when a city seeks, for instance, to rebuild a water tower that was destroyed by a tornado, the city certifies that it does not have funds of its own to rebuild the water tower, and the condition occurred within the last year. Projects that principally benefit low/moderate income people are those where at least 51% of the people that directly benefit or directly receive assistance from the project are of low/moderate income. Please note that planning studies and ADA accommodations are generally automatically assumed to meet one of the three national objectives.

- (2) HUD regulations prevent the use of CDBG funds for routine maintenance and operations, for improvements to thoroughfares, and for improvements to city halls. It is also not possible to place funds in contingency or in unallocated reserve. These regulations also limit the extent to which CDBG can be used for planning studies (a total of up to \$23,476 may be allocated for planning studies by all of the participating cities) and for public services (it is not possible to fund any public services with the FY2004 CDBG award). Please note that if a city's proposed activity is ineligible, then it will be asked to revise the activity.
- (3) While the County no longer operates a housing rehab program, it does operate another program that demolishes owner-occupied low/moderate income homes that are too dilapidated to be rehabilitated and replaces them with new homes that are constructed on the same lot. Approximately \$800,000 will be available for use in the CDBG program's thirteen-city service area for the fiscal year that will begin on October 1. The maximum amount of assistance that the County will provide for one house is \$70,000. If your city would like to ensure that funding will specifically be available for its residents or if your city's building regulations will require a house in excess of \$70,000 to be built, then it is possible to set aside some or all of your city's FY2004 CDBG award for only eligible people who live within your city.

- (4) All CDBG entitlement counties like Dallas County must meet a HUD-imposed spending requirement every July 31. Failure to meet this requirement can result in the County having to forfeit CDBG funding. **So that the County will be able to consistently meet HUD's annual spending requirement, all projects (other than those that are code enforcement-related) must have budgets of at least \$30,000.** Also, cities need to carefully limit the number of projects for which they wish to allocate CDBG funding. In particular, cities need to first allocate all or a significant majority of their FY2004 CDBG funding to those currently existing, but under-funded/uncompleted, projects before allocating funding for any new projects. Cities that seek to undertake many different projects or that do not provide completion funding for already existing projects will be asked to revise their proposals.
- (5) Cities may reallocate unexpended CDBG funds from previous years and combine them with FY2004 funds. If this is done, please note on the Project/Activity Application how much money from the new allocation and from previous awards is being used and for what purpose.
- (6) Maps with delineated boundaries of the service area for each project/activity **must** be attached if the project/activity is not city-wide. For capital improvement projects, the map must show the specific location of the project.
- (7) The service area boundaries for CDBG projects **must** be determined as follows:

FOR WATER/SEWER PROJECTS: Those properties that directly tie into the water/sewer line.

FOR RESIDENTIAL ROAD PROJECTS: Those properties that directly abut the improved road.

FOR FLOOD CONTROL PROJECTS: The portion of the city that will be protected by the improvements.

FOR PARKS/COMMUNITY CENTERS: The portion of the city that is served by the park/center. If the park/center will be the only facility of its type within the city, then its service area will be city-wide regardless of where it is located.

FOR CODE PROGRAMS: The portion of the city that is served by the program. Please note that unless the council formally designates a portion of its city as being blighted, the program must serve an area where the majority of the residents are low/moderate income.

FOR STUDIES: The portion of the city that is covered by the study.

- (8) To determine the number of people that will be assisted by a project, 2000 census data can be used if the boundaries of the service area coincide exactly with a census tract/block group; a copy of such data for the County's CDBG service area is attached. If the boundaries do not exactly coincide with census information, then the attached survey must be used and at least a 75% response rate must be obtained if there are more than 50 homes in the project area (if

there are less than 50 homes, then an 85% response rate must be obtained). Previous surveys may be used if they are no more than three years old.

- (9) If surveys are used to determine the number of people that will be assisted by a project, a survey tabulation form, along with copies of each completed citizen survey form, must be returned with each associated Project/Activity Application.
- (10) Projects must be conducted in and serve the County's unincorporated area or any of the fourteen cities that participate in the County's program.
- (11) According to the 2000 census, the percentage of the population of each participating city that was low/moderate income is as follows:

Balch Springs	59.4%	Wilmer	64.3%
Cockrell Hill	72.2%	Glenn Heights	40.4%
Cedar Hill	29.9%	Duncanville	37.5%
Sachse	20.4%	Seagoville	51.7%
Hutchins	63.6%	Lancaster	46.2%
Rowlett	20.2%	Farmers Branch	38.7%

- (12) The maximum income that a household can have and be considered as low/moderate income is currently:

<u>Size of Household</u>	<u>Income Limit</u>
1	\$ 37,250
2	\$ 42,550
3	\$ 47,900
4	\$ 53,200
5	\$ 57,450
6	\$ 61,700
7	\$ 65,950
8+	\$ 70,200

- (13) Each city that wishes to utilize its CDBG award must conduct at least one public hearing to help identify possible projects. The notice for this public hearing must be posted in accordance with State law. To help promote these public hearings, Dallas County is going to have a notice published in the Dallas Morning News. This notice will include the times, dates, and locations for all known public hearings. To be included in this notice, please contact Kim Nobles at (214) 653-6368 by April 30, 2004.
- (14) All cities interested in utilizing their FY2004 CDBG allocation must fully complete the attached Project/Activity Application for each project that they wish to fund. Please do not combine several projects in one application, and please do not seek to address some of the application's information requirements by asking the reviewer to refer to a previous year's proposal. In addition, please note the following specific instructions for completing an application:

Number of Beneficiaries: The number of people who will benefit from the project; this is usually the people who physically live adjacent to any capital improvement or who live within an area that is being served or studied by the project.

% Low/Moderate Income: The percentage of the number of beneficiaries that earn no more than the income limits contained in item (12) of these instructions.

Project Description: Description should be adequate enough to determine what is being proposed and why. For capital improvement projects, it must also describe where the project is being located, what its beginning and end points are, and whether easements will need to be acquired.

Total Budget: Indicate how much total money, regardless of whether it is CDBG or some other funding and regardless of whether all of the funding is currently available, is needed to complete the project.

Projected Start Date: The soonest that projects can begin is October 1, 2004.

Projected Completion Date: Please take into consideration the time it will take to hire engineers, to have projects designed, to hire contractors, to have the actual work done, etc.

- (15) It is critical that the projected start/completion dates are realistic and that if a city is going to be the primary implementing entity for a project, that the project be undertaken and completed as soon as possible so that the CDBG program will be able to meet HUD's annual spending requirement. Cities that do not substantially meet their proposed schedules without extenuating circumstances may experience a reduction in future funding. Similarly, cities that propose projects that they estimate will not be able to be started and/or completed within a reasonable time may be asked to develop alternative projects.
- (16) It is important that cities carefully select their projects. There have been more instances over the past several years of cities changing their projects within several months of the original submission deadline. This not only delays the implementation of a project, but it also complicates the CDBG program's ability to meet HUD's spending requirement. As a result, requests to change projects are not encouraged and will now generally only be considered when there are compelling reasons and/or when the change allows for CDBG funds to be more readily expended.
- (17) All Project/Activity Applications must be accompanied with a resolution from the city council that authorizes the submission of the proposed projects/activities.
- (18) If a city is not interested in utilizing its award, please notify the County as soon as possible so that this money can be reallocated.

- (19) All information pertaining to how a city wishes to utilize its CDBG award must be submitted to the County, Attention: Kim Nobles, 411 Elm Street, 3rd Floor, Dallas, Texas 75202, by 4:00 p.m., Friday, June 25, 2004. If such information is not provided by this deadline, then it will be assumed that the entity is not interested in utilizing its award, and this money will be reallocated to the other participating entities.
- (20) All cities must submit a short list of potential projects before **May 6, 2004**. Please fax this list to Kim Nobles at (214) 653-6517 or mail to the address above. It is understood that the projects included on this list may not have been yet received by the city council before this date or that a city may not have yet held its required public hearing. However, this short list will enable CDBG staff to make an assessment of eligibility as well as other program requirements that may be necessary for the successful completion of that particular project before any formal decisions are made by your city. In the short list please include a cost estimate for the project. **Please note that the short list is not intended to replace the full application which is due on June 25, 2004.**
- (21) Cities are **strongly** encouraged to contact the County and allow it to preliminarily review possible projects before the June 25, 2004 deadline.
- (22) County staff is available to assist each entity in developing and in reviewing possible projects and to answer any questions that might arise. Please call either Kim Nobles (214/653-6368), Rachel Brown (214/653-6359), or Rick Loessberg (214/653-7601) for general assistance and questions about project eligibility. For questions that pertain to capital improvement projects, please call Abel Saldana at (214) 653-6240.

**AGREEMENT OF COOPERATION
for CDBG/HOME Program**

WHEREAS, the 93rd Session of the Congress passed, and the President of the United States signed into law, the Housing and Community Development Act of 1974 (PL93-383) which created the Urban County Community Development Block Grant (CDBG) program; and

WHEREAS, Dallas County, Texas, is applying to the U.S. Department of Housing and Urban Development for Urban County CDBG entitlement status; and

WHEREAS, in order to qualify for this status, Dallas County must enter into cooperation agreements with local governments and have the collective population of the County's unincorporated area and the participating local governments total at least 100,000 people; and

WHEREAS, Texas cities and counties are authorized under Chapter 373, Local Government Code, and Section 381.003, Local Government Code, to conduct essential Housing and Community Development activities; and

WHEREAS, Texas cities and counties are authorized under Chapter 771, Government Code, to enter into cooperation agreements with one another.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Town of Addison supports the efforts of Dallas County, Texas to qualify for the Urban County CDBG program and asks that its population be included in such a program beginning with Federal Fiscal Year 2005.

This agreement covers both the CDBG entitlement program and when applicable, the HOME Investment Partnership program.

This agreement remains in effect until the CDBG (and HOME, where applicable) funds and program income received with respect to the three-year qualification period are expended and the funded activities completed, and that the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

The Town of Addison understands that by executing the CDBG cooperation agreement it:

1. May not apply for grants under the Small Cities or State CDBG Program from appropriations for fiscal years during the period in which it is participating in the Urban County CDBG program; and

2. May receive a formula allocation under the HOME program only through the urban county. May not participate in a HOME consortium except through the Urban County, regardless, of whether the Urban County received a HOME formula allocation.

Dallas County and the Town of Addison agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

Dallas County and the Town of Addison shall take all actions necessary to assure compliance with the Urban County's certification required by Section 104(b) of the Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and Title VIII of the Civil Rights Act of 1968 and other applicable laws;

Dallas County and the Town of Addison understands that Urban County funding will not be provided for activities in or in support of a cooperating local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certifications;

The Town of Addison understands, that in accordance with 24 CFR 570-501(b) and 570.503,(which requires a written agreement), it shall be subject to the same administrative requirements as a sub-recipient should it receive funding under this program;

The Town of Addison agrees to inform Dallas County of any income generated by the expenditure of CDBG/HOME funds received, and that any such program income must be paid to the county to be used for eligible activities in accordance with all HOME and Community Development Block Grant requirements;

Dallas County is responsible for monitoring and reporting to the U.S. Department of Housing and Urban Development on the use of any such program income, and that in the event of close-out or change in status of the Town of Addison, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County;

The Town of Addison agrees to notify Dallas County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement, including disposition, and further agrees to reimburse the county in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG/HOME funds) for property acquired or improved with CDBG/HOME funds that is sold or transferred for a use which does not qualify under the CDBG/HOME regulations;

Any money generated from the disposition or transfer of property will be treated as program income and returned to the County prior to, or subsequent to, the close-out, change of status, or termination of this cooperation agreement between Dallas County and the Town of Addison.

The Town of Addison has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations;
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

The Town of Addison understands that Dallas County will have final responsibility for administering the CDBG/HOME program, selecting CDBG/HOME projects and filing annual grant requests; and

The Mayor of the Town of Addison, Texas is authorized to sign any additional forms, on behalf of the Town of Addison, that the U.S. Department of Housing and Urban Development may require.

APPROVED AND ACCEPTED THIS THE _____ day of _____ 2004.

R. Scott Wheeler, Mayor
Town of Addison, Texas

Margaret Keliher, County Judge
Dallas County, Texas

Date

Date

Ron Whitehead, City Manager

Paula Stephens, Commissioners Court Clerk

Approved as to Form:

Bob Schell, Assistant District Attorney

Council Agenda Item: #R13

SUMMARY:

Council approval is required of an item related to the replacement of the Town's Police Patrol fleet. The item is to allow the City Manager to enter into an agreement with TEECO Safety Inc. for an amount not to exceed \$34,000 for the purchase of twelve, Code 3 light bars for the new police patrol vehicles. Three vendors responded, two with bids for Code 3 light bars and one for a Whelen light bar. The TEECO bid was the second lowest bid overall and the lowest of the two submitted for Code 3 light bars (attachment # 1). A committee of officers who researched and saw demonstrations of both the Code 3 and Whelen light bars felt the Code 3 product was the best value for our needs. The officers recommended the Code 3 light bar over the Whelen product based on the lower profile of the Code 3 light bar, better light output and perceived quality (attachment # 2).

FINANCIAL IMPACT:

Requested amount is within projected budget.

Budget for vehicle replacement:	\$538,000
Purchase of vehicles:	(\$408,772)
Light bars:	<u>(\$34,000)</u>
	\$91,228 remaining to complete vehicle make ready.

BACKGROUND:

The Police Patrol fleet of 14 vehicles is replaced every two years (2 vehicles, the Lieutenants and a traffic car are not equipped with light bars). Whenever possible, equipment is transferred from the vehicles being replaced to the new vehicles. Since we are remaining with the Dodge Durango as our primary patrol vehicle, most of the equipment will transfer; however, the higher profile of the new Durango's requires that we covert to a lower profile light bar than we have used in the past. This is necessary to ensure the patrol cars can enter all of the parking garages in the Town.

RECOMMENDATION:

Staff recommends approval.

INTEROFFICE MEMORANDUM

TO: CAPTAIN G. LAYMAN
FROM: OFFICERS SPENCER, CASTALSO, AND FREIS
SUBJECT: VEHICLE EQUIPMENT REQUEST
DATE: 6/4/2004
CC: CHIEF R. DAVIS

The members of the vehicle equipment committee reviewed both bidding manufacturers products to replace the current emergency light bars in our inventory. We request the department purchase the CODE 3 product submitted during the bid process for the following reasons:

- Lower profile 2.12 inch height
- Increased amount of LED modules front/rear
- Lower maintenance due to better engineered design

The Whelen design uses a central I/O board and a ballast to control each pair of LED modules. In comparison, the CODE 3 design allows each LED module to run independently. If the module fails, only that module will stop working and not the entire pair. If the I/O board should fail on the Whelen, the entire bar will go out of service.

The CODE 3 product also has ten LED modules compared to Whelen's eight. Incorporating the arrow bar in our specification, we will only have four amber LED lights to the rear with the Whelen product verses CODE 3s six.

Our overall vehicle height is of great concern and the sole reason for purchasing new light bars. The CODE 3 light bar is lower than the Whelen bar by almost 1/2 inch.

Finally, Officer Freis spoke with a sister city currently using the Whelen LED emergency equipment. He advised their city went with that product for purely financial reasons and that they preferred the CODE 3 based on the same reasons listed above. He further stated that a side-by-side comparison of both light bars revealed that the CODE 3 light bar was far superior in light output. Officer Spencer spoke with an independent distributor who also stated the CODE 3 bar was a superior engineered piece of equipment, with an overall lower possibility for total failure.

#R13-3

Lightbars
BID NO 04-20
DUE: May 11, 2004 @ 3:00 pm

BIDDER	SIGNED	Total for 11	Total for 12	Total for 13	Total 14	Warranty	Exceptions
Emergency Vehicle Equipment	y	\$28,402.00	\$30,984.00	\$33,566.00	\$36,148.00	y	n
Teeco Safety Inc	y	\$31,075.00	\$33,900.00	\$36,725.00	\$39,550.00	y	n
G T Distributors	y	\$32,558.90	\$35,518.80	\$38,478.70	\$41,438.60	y	n
Vehicle Maint Program *	No						

Minok Suh

Minok Suh, Purchasing Coordinator

*NOTE: The Vehicle Maintenance Program bid was disqualified since it was not signed and did not meet the requested specifications.

Corey Gayden

Corey Gayden, Witness

Council Agenda Item: #R14

SUMMARY:

Council approval is requested of an item related to the upgrade of the Town's public safety radio system. The item is to authorize the Police and Fire Departments to make final payment to the City of Carrollton in the amount of \$41,864 for successful installation and performance of Addison's simulcast radio located at Spectrum Center, 5080 Spectrum Drive.

FINANCIAL IMPACT:

Requested amount is within the project budget.

Budget for radio project:	\$1,200,000
Expenditures to date:	\$1,013,147
Final payment:	(\$41,864)
Maintenance for F/Y 03-04	<u>(\$32,000)</u>
Balance at completion	\$112,989

We plan to come back to Council before the end of the fiscal year to request approval of a maintenance contract with Carrollton and payment of the maintenance cost for Fiscal Year 03-04. The maintenance contract is currently under review by our attorneys.

BACKGROUND:

The Addison radio site comprises one-third of the Metrocrest Simulcast Radio Consortium consisting of Addison, Carrollton and Farmers Branch. The first component of the three-site system to go live was Carrollton in 2003. Our site at the Spectrum Center is the second to go live with Farmers Branch to follow in September or October of this year thus completing the system. Our original agreement was to conduct performance testing after all three sites were operational. The industry standard for acceptable performance is a reliability factor of 95%. This means that our radios will transmit and receive at least 95% of the time anywhere in Addison. Upon the activation of our site we observed that the combination of the Addison and Carrollton sites indicated we were already at the 95% level of reliability without the third site in Farmers Branch. The attached letter from RCC Consultants Inc confirms that our radios are operating at better than the 95% requirement. For this reason we are recommending that we proceed ahead with our final payment to Carrollton for their installation of our radio site.

RECOMMENDATION:

Staff recommends approval.



April 26, 2004

Assistant Police Chief Ron Davis
Addison Police Department
P.O. Box 9010
4799 Airport Parkway
Addison, Texas 75001-9010

Dear Chief Davis,

This correspondence is in regards to the Radio Coverage Acceptance Test conducted on April 14, 2004. The purpose of the test was to demonstrate that the new 800 MHz trunked simulcast radio site, which is located at Spectrum Center building at 5080 Spectrum Drive, is performing properly and meets the requirements as specified by the Town of Addison.

Details of the testing procedures are covered in a previously submitted document developed by Carrollton/ACS and approved by RCC Consultants.

Participating in the test were the following individuals:

Dispatch Team

- Joni Ramsey - Addison Police Department
- Randy Schmitz - Carrollton/ACS
- Jim Baron - RCC Consultants, Inc.

Field Team:

- Jon Conduiti - Addison Police Department
- Chuck Taylor - Addison Fire Department
- Jessie Hunt - Carrollton/ACS

An Excel spreadsheet is attached that provides details of the test. As a summary the following results were obtained from the testing:

Type of Test	Results
In Building Tests - 35 Individual Tests	34 of 35 Test Points Passed for a Grade of 97%
On the Street Critical Area Tests - 48 Individual Tests	48 Test Points Passed for a Grade of 100%

Both the In Building and the Critical Area test results exceeded the 95% requirement.

With the successful conclusion of the radio coverage testing, RCC Consultants is in concurrence that all tasks necessary to allow for final system acceptance have been completed.

Sincerely,

A handwritten signature in black ink that reads 'Jim Baron'.

James C. (Jim) Baron, P.E.

CT: Joni Ramsey
Attachment:

RCC Consultants, Inc.

2106 Belleview CT • Richardson, Texas • Tel (972) 644-5280 • Fax (972) 644-6725

Council Agenda Item: #R15

SUMMARY:

Consideration of a resolution regarding certain matters pertaining to a Ground Lease at 4575 Claire Chennault on Addison Airport between the Town, as Landlord, and Aquila Leasing, Inc., as Tenant, as follows: (i) Consent to the assignment of their leasehold estate to C. C. Hangar, L.P., (ii) the request and transaction is subject to C. C. Hangar simultaneously securing the City's preliminary but non-binding consent to certain proposed actions affecting the lease.

BACKGROUND:

Subject to the City's consent to Aquila's assignment of the ground lease and taking possession of the premises, C. C. Hangar proposes constructing structural and architectural improvements to the demised premises. In consideration of the completed improvements and other value given by the Assignee, the City would agree, among other things, to extend the term of the Ground Lease an additional eight (8) years. Additionally, C. C. Hangar anticipates it will require the creation of a leasehold mortgage necessary to secure the financing of the leasehold acquisition and cost of improvements to the property. The leasehold mortgage will be subordinate to Landlord's superior lien position in the land and real property.

RECOMMENDATION:

Airport Management has worked closely with C. C. Hangar in their proposed redevelopment of 4575 Claire Chennault. At such time when C. C. Hangar is ready to formally request the City's consent to the proposed architectural and structural improvements, Airport Management anticipates it will favorably recommend to the City to consent to the improvements and to enter into an agreement extending the term of the Ground Lease by an additional eight (8) years. Therefore, Airport Management now recommends the City to consent to the assignment of the Ground Lease from Aquila Leasing, Inc. to C. C. Hangar L. P. and to assert its support for C. C. Hangar's proposed redevelopment of the leased premises.

The Town's attorney has reviewed the proposed (Exhibit 2) Assignment Agreement to be executed in escrow and has concurred to its form.

Staff recommends approval.

Attachments: Lisa Pyles - Memorandum
Exhibit 1 – Map – View of subject property
Exhibit 2 – Assignment of Ground Lease
Exhibit 3 - Proposed Architectural and Structural Improvements
Exhibit 4 – Proposed site plan

MA

Memorandum

To: Mark Acevedo, Director
General Services - Town of Addison

From: Lisa Pyles, Airport Director

Cc: Bill Dyer, Real Estate Manager

Date: April 7, 2004

Re: Ground Lease 0080-2501 (GL 25)
TENANT: **AQUILA LEASING, INC.**
Tenant's Request for Landlord's Consent to the Assignment of Ground
Lease to C. C. Hangar Properties, Inc.

Summary of Requested Action and Recommendation by Airport Manager

Aquila Leasing, Inc. ("Aquila" or "Tenant") is the current ground lease tenant for the leased premises located at 4575 Claire Chennault. Aquila is requesting the City's consideration and consent, as Landlord, to the assignment of their leasehold estate to C. C. Hangar, L. P. (hereafter referred to as "C. C. Hangar" or the "Assignee"). Aquila's request and the underlying transaction is subject to C. C. Hangar simultaneously securing the City's preliminary but *non-binding* consent to certain proposed actions affecting the lease.

Subject to the City's consent to Aquila's assignment of the ground lease and taking possession of the premises, C. C. Hangar proposes constructing structural and architectural improvements to the demised premises. In consideration of the completed improvements and other value given by the Assignee, the City would agree, among other things, to extend the term of the Ground Lease an additional eight (8) years. Additionally, C. C. Hangar anticipates it will require the creation of a leasehold mortgage necessary to secure the financing of the leasehold acquisition and cost of improvements to the property. The leasehold mortgage will be subordinate to Landlord's superior lien position in the land and real property.

Airport Management recommends the City grant its consent to Aquila's assignment of the Ground Lease to C. C. Hangar provided the City also concurs with C. C. Hangar's proposed actions and, that the Assignor, Aquila Leasing, Inc. is not released of any obligation to perform under the Agreement.

The Town's attorney has reviewed and approved the proposed Assignment of Ground Lease Agreement to be executed in escrow by and between the Assignor and Assignee and the written evidence of the Town's consent (see Exhibit 2).

Background Information

The subject Ground Lease is for a certain 1.1379 acres (49,595 SF) of improved land located at 4575 Claire Chennault. The existing improvements include a 10,000 square foot hangar and 7,550 square feet of enclosed office space. The premise also includes approximately 15,333 square feet of shared ramp space (subject to a public ingress/egress easement). Please see Exhibit 1 (Location Map and Aerial View of ADS) detailing the location of the subject property as described.

The Ground Lease was entered into by and between AATI and City as Landlord and Parkway Jet, Inc. as the Tenant September 28, 1983. The lease term commenced September 1, 1984 and is due to expire forty years thereafter or August 30, 2024. On May 7th, 1991 the Lease was assigned by Substitute Trustee's Deed to Franklin First Federal Savings Bank ("Franklin"). Franklin then assigned the Lease to Aquila Leasing Inc, ("Tenant") the 13th of May 1993. The current annual rental is \$16,862.16 per year, which equates to approximately \$.34 per square foot and consistent with the prevailing market.

Chain of the leasehold ownership is as follows:

Assignor	Assignee	Date of Assignment
Parkway Jet, Inc.	Franklin First Federal S. B. by Substitute Trustee Deed	May 7, 1984
Franklin First Federal S. B.	Aquila Leasing Company	May 13, 1993

Summary of Current Ground Lease Terms

<i>Name of Tenant</i>	<i>Description</i>
Name of Tenant	Aquila Leasing Co.
Doing Business As	SAME
Lease #	GL67 0670-6701
Lease Type	Ground Lease
Other Lease Ref. or ID	
AA Survey Lot Reference	Lease Tract # 67
Property Name	Aquila Leasing Co.
Legal Address (1)	4575 Claire Chennault
Primary Contact	Mr. Byron Hoffman
Contact Phone #	972-931-8889
On-Property Address	4575 Claire Chennault Taxiway Ref: V-10
Brief Description of Premises	1 Metal hanger office with associated aircraft ramps and vehicle parking.
Land Area (SF)	49,595 SF (1.1379 ACS) per Texas Land Title Survey 3/12/2004
Building Area (SF)	17,750

Office	7,750
Hangar/Air Serv.	10,000
Other	
Ramp Area (SF)	15,333 subject to shared ramp easement

	<i>CURRENT TERMS OF LEASE</i>
Lease Commencement Date	9/1/1984
Lease Expiration Date	8/30/2024
Current Annual Rental Rate	\$16,862.16 (\$1,405.18/mo)
Rental Rate/Building Area SF	\$.95/SF
Rental Rate/ Land Area SF	\$.34/SF
Lease Amendment	None
Lease Assignment	Assigned by Franklin First Savings Bank, Successor in interest to Parkway Jet, Inc., to Aquila Leasing Co., by assignment dated May 13, 1993
Last CPI Adjustment Date	9/1/2002 <i>Section 5: CPI adjustment to commence on 2nd anniversary of lease commencement date and bi-annual thereafter.</i>
Next CPI Adjustment Date	9/1/2004
Tenant's Permitted Use of Premises including any Exclusivity & Restrictions:	Section 6: Only for the sale of aircraft and aircraft parts, aircraft maintenance and repair, aircraft storage, aircraft training, aircraft charter, and aircraft rentals and not otherwise without written consent of Landlord.

Current Status:

The Ground Lease tenant is current on all rents and is in good standing with the Airport.

Analysis of Leased Estate Valuation to Landlord

An estimated valuation of the Landlord's interest in the leased estate based upon the terms and conditions of the ground lease and other salient facts is as follows:

Estimated remaining rent obligation over the term of the lease ¹	\$403,175
Net Present Value (NPV) of these rental payments ²	\$166,970
Estimated value of improvements ³	\$475,000
Total estimated value of leasehold interest	\$641,970

Note 1: As of 05/15/2004 and assumes no change to lease terms, CPI increase of 3% every two years

Note 2: Based upon 10% discount rate

Note 3: Source is the Marshall & Swift Commercial Estimator

The estimated value of the improvements exceeds the present value of the remaining rental payments due over the term by 2.84 times.

Information Regarding the Assignee

C.C. Hangar L. P. is a limited partnership by and between:

<u>Partner</u>	<u>Percentage Interest</u>
• Vigor Properties, Inc. as the General Partner	.05%
• Howard D. Kollinger, Limited Partner	95.00%
• 2001 Trevor Lee Kollinger Trust, Limited Partner	2.25%
• 2001 Matthew Bernard Kollinger Trust, Limited Partner	2.25%

The stated purpose of the partnership is to “acquire by assignment the Ground Lease and to hold, develop, own operate and maintain, manage, lease, and otherwise deal with the real property located at 4575 Claire Chennault at Addison Airport.” Vigor Properties will office on the premises upon the completion of the remodeling project and will be responsible for the management and leasing of the facility on behalf of C. C. Hangar. Vigor intends to market and lease available hangar space to able Design Group I and selected Design Group II aircraft will a wingspan not greater than 70 feet and a vertical tail clearance of 25 feet.

Howard D. Kollinger is Chairman of Vigor Properties, Inc., a Plano based real estate development, investment and management company founded in 1992. The company specializes in commercial real estate development and investments. Since its inception, the company has developed, bought or sold commercial properties valued in excess of \$300,000,000.

Reported Financial Condition of Assignee

C. C. Hangar, L. P. is a limited partnership created specifically to acquire and to hold the leased premises. For this reason, financials for this entity are not available for review. As a limited partnership, either the general partner or any of the limited partners are personally liable for the performance of the partnership.

In order to induce the City to execute an amendment to, among other things, extend the lease term, Vigor Properties, Inc., has proposed a Lease Guaranty that obligates Vigor to guarantee the payment and performance of the a Limited Partnership under the ground lease. More information regarding the proposed guarantee will be forth coming when formal consideration is given to the amendment.

Conclusion and Recommendation of Airport Operator

Airport Management has worked closely with C. C. Hangar in their proposed redevelopment of 4575 Claire Chennault. At such time when C. C. Hangar is ready to formally request the City’s consent to the proposed architectural and structural improvements, Airport Management anticipates it will favorably recommend to the City to consent to the improvements and to enter into an agreement extending the term of the Ground Lease by an additional eight (8) years. Therefor, Airport Management now

recommends the City to consent to the assignment of the Ground Lease from Aquila Leasing, Inc. to C. C. Hangar L. P. and to assert its support for C. C. Hangar's proposed redevelopment of the leased premises.

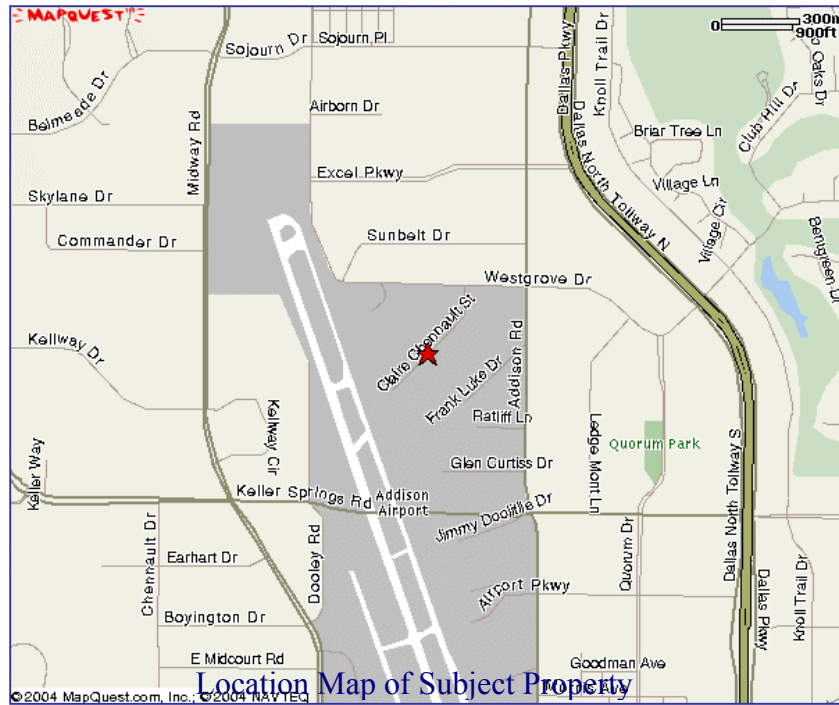
The Town's attorney has reviewed the proposed (Exhibit 2) Assignment Agreement to be executed in escrow and has concurred to its form.

Summary of Exhibits

- Exhibit 1: Location Map & Aerial View of Subject Property
- Exhibit 2: Assignment Agreement
- Exhibit 3: Description of C. C. Hangar's Proposed Architectural and Structural Improvements
- Exhibit 4: Proposed Site Plan for 4575 Claire Chennault

Exhibit 1

Location Map



View of Subject Site

Exhibit 2

Copy of Proposed Assignment Agreement to be executed in Escrow

STATE OF TEXAS §
 § **ASSIGNMENT OF GROUND LEASE**
COUNTY OF DALLAS §

This Assignment of Ground Lease (the "Assignment") is entered into and effective as of June 2004, at Addison, Texas, by and between Aquila Lease Company (herein referred to as "Assignor") and C. C. Hangar L. P. (herein referred to as "Assignee").

WHEREAS, a Ground Lease was made and entered on September 28, 1983 between the City of Addison, Texas (the same being the Town of Addison, Texas) and Addison Airport of Texas, Inc., as landlord, and Parkway Jet, Inc. as tenant (the "Ground Lease," a true and correct copy of which Ground Lease is attached hereto as Exhibit A), by the terms of which certain real property located at Addison Airport and described in the Ground Lease within the Town of Addison, Texas (the "City") and owned by the City was leased to Parkway Jet, Inc.; and

WHEREAS, the tenant's leasehold interest in the Ground Lease was thereafter conveyed to Franklin First Federal Savings Bank by Substitute Trustee's Deed executed May 7, 1991 and recorded in Volume 91092, Volume 2558, Deed Records, Dallas County, Texas; and

WHEREAS, thereafter by that Assignment of Lease dated May 13, 1993 (a true and correct copy of which is attached hereto as Exhibit B), the Ground Lease was assigned from Franklin First Savings Bank, successor in interest to Parkway Jet, Inc.'s interest in the Ground Lease, as assignor, to Aquila Leasing Company, as assignee; and

WHEREAS, by virtue of such assignments, Assignor is the current Tenant under the Ground Lease; and

WHEREAS, the Ground Lease provides that, upon the expiration or termination of that certain agreement referred to and defined in the Ground Lease as the "Base Lease" (and being an Agreement for Operation of the Addison Airport between the City and Addison Airport of Texas, Inc.), the City is entitled to all of the rights, benefits and remedies, and will perform the duties, covenants and obligations, of the Landlord under the Ground Lease; and

WHEREAS, the said Base Lease has expired and the City is the Landlord under the Ground Lease; and

WHEREAS, the Ground Lease provides in Section 9 thereof that, without the prior written consent of the Landlord, the Tenant may not assign the Ground Lease or any rights of Tenant under the Ground Lease (except as provided therein), and that any assignment must be expressly subject to all the terms and provisions of the Ground Lease, and that any assignment must include a written agreement from the assignee whereby the assignee agrees to be bound by the terms and provisions of the Ground Lease; and

WHEREAS, Assignor desires to assign the Ground Lease to Assignee, and Assignee desires to accept the Assignment thereof in accordance with the terms and conditions of this Assignment.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions contained herein, the sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound agree as follows:

AGREEMENT

1. Assignor hereby assigns, bargains, sells, and conveys to Assignee, effective as of the date above, all of Assignor's right, title, duties, responsibilities, and interest in and to the Ground Lease, attached hereto as Exhibit A, TO HAVE AND TO HOLD the same, for the remaining term thereof, and Assignor does hereby bind itself and its successors and assigns to warrant and forever defend the same unto Assignee against every person or persons lawfully claiming any part thereof through Assignor.

2. Prior to the effective date of this Assignment, Assignee agrees to pay an Assignment Fee in the amount of Four Hundred Fifty Dollars and no/100 (\$450.00) to Landlord.

3. Assignee hereby agrees to and shall be bound by and comply with all of the terms, provisions, duties, conditions, and obligations of tenant under the Ground Lease. Assignee acknowledges and agrees that it assumes and is hereby assuming all obligations, liability and responsibility of Assignor (and Assignor's predecessors in interest to the Ground Lease) in connection with and under the Ground Lease, and agrees to perform the tenant's obligations under the Ground lease. For purposes of notice under the Ground Lease, the address of Assignee is 5400 West Plano Parkway, Suite 200, Plano, Texas 75093.

4. Nothing in this Agreement shall be construed or be deemed to modify, alter, amend or change any term or condition of the Ground Lease, except as set forth herein.

5. Assignor acknowledges that in addition to any other remedies provided in the Ground Lease or by law, Landlord may at its own option, collect directly from the

Assignee or any other assignee or any subtenant as may be approved by Landlord in writing all rents becoming due under such assignment or sublease and apply such rent against any sums due to Landlord. No such collection by Landlord from any Assignee or any other approved assignee or subtenant shall release Assignor from the payment or performance of Assignor's obligations under the Ground lease.

6. The above and foregoing premises to this Assignment and statements and representations made herein are true and correct, and Assignor and Assignee both warrant and represent that such premises, statements, and representations are true and correct, and that in giving its consent, Landlord is entitled to rely upon such premises, representations and statements.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment on the day and the year first set forth above.

ASSIGNOR:

AQUILA LEASING COMPANY

By: _____

_____, **President**

ASSIGNEE:

C. C. HANGAR, L.P.

By: Vigor Properties, Inc. its General Partner

By: _____

Howard D. Kollinger, President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he, she) executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this ____ day of _____, 2004.

[SEAL]

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he, she) executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this ____ day of _____, 2004.

[SEAL]

Notary Public, State of Texas

CONSENT OF LANDLORD

The Town of Addison, Texas (“Landlord”) is the Landlord under the Ground Lease described in the above and foregoing Assignment. In executing this Consent of Landlord, Landlord is relying upon the premises, statements, and representations made in the foregoing Assignment by both Assignor and Assignee, and in reliance upon the same Landlord hereby consents to the foregoing Assignment from Assignor to Assignee, waiving none of its rights under the Ground Lease as to the Assignor or the Assignee.

LANDLORD:

TOWN OF ADDISON, TEXAS

By: _____
Ron Whitehead, City Manager

Exhibit 3

Description of Proposed Architectural and Structural Improvements to the Premises by C. C. Hangar, L. P.

Shortly after taking possession of the leased premises, C. C. Hangar anticipates returning to the City's for its formal consent to certain proposed improvements to the lease premises. In consideration of the completed improvements and other value given C. C. Hangar also desires to extend the term of the Ground Lease an additional eight (8) years for a combined total of twenty-eight (28) years remaining. C. C. Hangar may also require the creation of a leasehold mortgage necessary to secure the financing of the leasehold acquisition and cost of improvements. The leasehold mortgage will be subordinate to Landlord's superior lien position in the land and real property.

C. C. Hangar proposes to expand the existing 11,000 square foot hangar with 3,000 square feet of clear span space. In addition to interior modifications and improvements to the existing two story offices, a new two-story aluminum and glass lobby tower with elevator is proposed at the southwest intersection of the existing office and hangar expansion. The tower will also screen the HVAC equipment, which will enhance the building's drive up appeal and entrance. A parapet wall will be added to modify the building roofline to a more contemporary style. The offices overlooking taxiway Tango, the restrooms and common areas will all be completely refurbished to become more efficient and marketable as executive office space. Additionally, the hangar will receive a chemical resistant floor coating and improved lighting. Total projected cost for all these improvements are anticipated to exceed \$375,000.

C. C. Hangar also proposes to work with the Airport to develop a landscape buffer along the southwest fence line between the parking area and the existing North Tie-Down ramp area to further enhance the property's appeal. C. C. Hangar also proposes building a monument sign along Claire Chennault at the property's entrance as identified on the proposed site plan.

When completed, this first class hangar/office addition and renovation will greatly enhance and complement the neighboring facilities. The proposed redevelopment is consistent with the Airports Master Plan and long-term strategic objectives for the Airport.

[illegible]

**THERE ARE NO
ATTACHMENTS
FOR ITEM #ES1**

**THERE ARE NO
ATTACHMENTS
FOR ITEM #ES2**

**THERE ARE NO
ATTACHMENTS
FOR ITEM #ES3**